

May 19, 1998

Prospective Offerors

SUBJECT: REQUEST FOR PROPOSALS NO. DE-RP02-98CH10888 FOR MIXED
OXIDE (MOX) FUEL FABRICATION AND REACTOR IRRADIATION
SERVICES

EXECUTIVE SUMMARY LETTER

This letter is a summary of the salient elements of the acquisition, but it is not an integral part of the attached Request for Proposals (RFP). In the event of any conflict between this Executive Summary Letter and the RFP, the data and information in the RFP shall prevail.

BACKGROUND AND PURPOSE

As stated in the Department of Energy's (DOE) Office of Fissile Materials Disposition Program Acquisition Strategy for obtaining Mixed Oxide Fuel Fabrication and Reactor Irradiation Services (PAS), an integral part of the proposed MOX fuel approach is the acquisition from the private sector of MOX fuel fabrication and reactor irradiation services. The purpose of this RFP is to describe the DOE's approach for acquiring these services. A Source Evaluation Board (SEB) has been established to evaluate proposals submitted in response to the RFP. The SEB will conduct its activities in accordance with federal procurement laws and regulations. Proposals will be evaluated in accordance with the specific evaluation criteria delineated in Section M of the RFP.

On November 21, 1997, a draft RFP was issued which solicited comments from potential offerors and other interested parties regarding all aspects of the proposed solicitation. In addition, on December 11, 1997 a solicitation review conference was conducted at the DOE Chicago Operations Office which provided a forum for feedback from potential offerors and a written comment period through January 16, 1998 was offered. As a result of this process, the enclosed RFP has been modified from the draft version.

SIGNIFICANT ITEMS

The following are significant items of interest concerning this acquisition:

Contract Type

The solicitation covers a base contract with three options. The Government contemplates award of a cost-plus-fixed fee contract for the base contract for design, licensing applications and fuel qualification activities. Option 1 for construction management services and continued licensing activities will be on a cost-plus-award-fee or other incentive type contract basis. Actual construction work will be subcontracted on a firm-fixed-price basis. The hot start-up and transition to full operations of the MOX Fuel Fabrication Facility of Option 2 will be on a cost-plus-fixed-fee basis with the costs for full operations for the rest of the option being the responsibility of the Contractor with certain exceptions. A payment to the Government by the Contractor for the right to utilize Government resources to fabricate MOX fuel may be required or a payment may be made by the Government to the Contractor. In Option 3, the Government will pay the Contractor \$10 million in 1998 dollars for deactivation activities.

NRC Licensing

The solicitation assumes the proposed construction, operation, and deactivation of the MOX Fuel Fabrication Facility, the irradiation services, and the disposal of spent fuel will be subject to NRC license and regulation.

Special Contract Requirements (Section H)

Potential offerors are strongly encouraged to carefully review all of the proposed Special Contract Requirements located in Section H. Significant changes from the draft RFP are indicated below.

Clause H.4 "Government-Furnished Property" and Clause H.5 "Availability of Depleted Uranium"

Depleted UO₃ is no longer available as Government Furnished Property.

Clause H.6 "Government-Furnished Services"

A specific list of Government-Furnished Services which will be available at no cost to the Contractor is provided.

Clause H.7. "Title to Nuclear Materials and MOX Fuel Assemblies or Pins"

Title to all fuel assemblies or pins which are assembled with any Government-furnished nuclear materials shall be transferred to the reactor licensee at the time the fuel assemblies or pins are inserted into a reactor core.

Clause H.11 “Cost Responsibility After Completion of Hot Start-up and Transition to Full Operations”

Upon DOE acceptance of the Contractor’s Certification of Successful Completion of Hot Start-up Testing and Transition to Full Operations, the Contractor shall be responsible for all costs of performing the Statement of Work under Option 2, with the exception of the Government furnished property and services provided to the Contractor. In addition, the Contractor shall be reimbursed for (1) direct costs incurred as part of the MOX Fuel Fabrication Facility license as a result of NRC oversight, including IAEA support, but excluding any applicable overhead, fringe, and G&A costs; (2) any MOX Fuel Fabrication Facility capital improvement costs incurred as a result of NRC regulatory changes that are directly related to the use of MOX fuel; and (3) any mission reactor capital improvement costs incurred as a result of NRC regulatory changes that are directly related to the use of MOX fuel.

Clause H.21 “Work Authorized Prior to Record of Decision”

Until the Surplus Plutonium Disposition Environmental Impact Statement Record of Decision is issued, the Contractor will be limited to performing those elements of the base contract Statement of Work contained in Clause H.21 as authorized by the Contracting Officer.

Clause H.24 “Right to Lease”

DOE reserves the right to lease to the Contractor the real property, land and improvements thereon, associated with the MOX Fuel Fabrication Facility for the nominal fee of \$1.00 per year.

CONTRACT CLAUSES (SECTION I)

Organizational Conflicts of Interest/Foreign Ownership, Control, or Influence (Reference Sections I and K)

Award of the contract will be subject to the Organizational Conflicts of Interest (OCI) and Foreign Ownership, Control, or Influence (FOCI) clearances of the selected offeror and any subcontractor(s). All offerors and subcontractor(s) are required to complete the OCI Disclosure Statement and FOCI Certificate, located in Part IV - Section K of this RFP. In addition, offerors should note clauses, DEAR 952.209-72, “Organizational Conflicts of Interest” and DEAR 952.204-74, “Foreign Ownership, Control, or Influence Over Contractor” in Part II, Section I.

Price-Anderson Indemnification

DEAR Clause 952.250-70, Nuclear Hazards Indemnity Agreement, will be included in the contract to indemnify the Contractor from public liability which arises out of or results from a

nuclear incident in connection with the activities under the contract. The irradiation of MOX fuel at NRC licensed commercial nuclear power plants will be covered under NRC's Price-Anderson indemnification scheme.

STATEMENT OF WORK (SECTION J.1)

Dual Approvals, (various sub-paragraphs)

The Statement of Work has been modified to remove DOE approvals of deliverables for license or permit applications which require NRC or other regulatory agency approval.

Safeguards and Security, Section J.II.A.1.a.(26)

This solicitation assumes the MOX Fuel Fabrication Facility will be subject to NRC safeguards and DOE security requirements.

Domestic Fabrication of MOX Test/Demonstration Fuel

The solicitation allows for fabrication of MOX test/demonstration fuel as part of the fuel qualification program only in the United States.

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS (SECTION L)

Section L.32(a)5. "Environmental Critique"

The solicitation now requires an Offeror to submit environmental data and analyses pursuant to the requirements of 10 CFR Part 1021.216.

EVALUATION FACTORS FOR AWARD (SECTION M)

Section M.2. Qualification Criteria

The solicitation contains the following qualification criteria:

The Offeror must propose a Fuel Fabricator (who will be the NRC licensee) to provide the fuel fabrication services required in the Statement of Work. The proposed Fuel Fabricator must have experience in fabricating commercial nuclear reactor fuel for commercial light water reactors within the past year of the date of issuance of this solicitation. The Offeror must identify the proposed Fuel Fabricator in Clause H.13.

The Offeror must provide a utility company or companies which, subject to receipt of any required regulatory approval, are committed to providing irradiation services required in the Statement of Work utilizing a minimum of three and a maximum of eight NRC licensed

commercial light water reactors operating in the United States. The Offeror must identify the utility company or companies and the specific mission reactors in Clause H.14.

Schedule

The SEB has developed a schedule and milestones for its activities which are consistent with current Departmental commitments. However, please be advised that the schedule is subject to change at any time at the sole discretion of the Department. The major milestones and schedule are as follows:

<u>Milestone</u>	<u>Schedule</u>
• Proposals Due	08/14/98
• Award of Contract	11/30/98

Submission of Proposals (Section L.33)

Proposals are required to be received at the Department of Energy's Chicago Operations Office no later than August 14, 1998, at 3:00 p.m. local time.

CAUTION: Late proposals and revisions will be treated in accordance with paragraph (c)(3) of provision No. L.1, Instructions to Offerors- Competitive Acquisition, Alternate 1.

This RFP does not commit the Government to pay any costs for the preparation and submission of proposals or any other costs incurred by a potential offeror prior to the award of a contract.

All correspondence, comments or questions concerning this RFP should reference the RFP Number and be directed in writing, by mail, facsimile or e-mail to:

Source Evaluation Board Executive Secretary
RFP No. DE-RP02-98CH10888
U.S. Department of Energy
Chicago Operations Office
9800 South Cass Avenue, Bldg. 201
Argonne, IL 60439

Telephone: (630) 252-2080
FAX: (630) 252-2984
e-mail: marlene.martinez@ch.doe.gov

Proposals will be required to be submitted in accordance with the RFP. Offerors are required to allow a minimum of 180 days from the date of receipt for acceptance thereof by the Government.

Acknowledgment of Amendments (Section L.1(b))

Offerors are required to acknowledge receipt of all amendments to this RFP in accordance with paragraph (b) of provision No. L.1, Instructions To Offerors - Competitive Acquisition - Alternate 1. Since this solicitation is being issued via the Internet, and paper copies are not generally available, offers are strongly encouraged to frequently check the RFP Internet site to assure receipt of copies of amendments, if any, in a timely manner.

Restrictions on Disclosure and Use of Data (Section L.1.(e))

The proposals submitted in response to this RFP may contain trade secrets and/or privileged or confidential commercial information which the offeror (or its subcontractor(s)) does not want used or disclosed for any purpose other than evaluation of the proposal. Offerors are cautioned that certain proposal material may become subject to the Freedom of Information Act 5 U.S.C. Section 552. The use and disclosure of such data may be restricted, provided the offeror marks the data as indicated in Section L.1.(e).

Availability of Funds (Section L.6)

Funds are not presently available for any contract resulting from this solicitation. The Government's obligation under the resultant contract is contingent upon the availability of appropriated funds from which payment for contract performance can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for the contract and until the contractor receives notice of such availability which will be confirmed in writing by the Contracting Officer.

You are cautioned that the Contracting Officer is the only individual who can legally commit the Government to expenditure of public funds in connection with this proposed procurement.

Sincerely,

F. T. Sienko, Chairman
Source Evaluation Board

Enclosure:
RFP No. DE-RP02-98CH10888

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700) →		RATING DOC3		PAGE 1 OF 290 PAGES	
2. CONTRACT NO.		3. SOLICITATION NO. DE-RP02-98CH10888		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 5/19/98	
						6. REQUISITION PURCHASE NO. 02-98CH10888.000	
7. ISSUED BY U.S. Department of Energy Chicago Operations Office 9800 South Cass Avenue Argonne, Illinois 60439				8. ADDRESS OFFER TO <i>(If other than Item 7)</i> U.S. Department of Energy Chicago Operations Office 9800 South Cass Avenue Argonne, Illinois 60439 ATTN: MARLENE E. MARTINEZ, BLDG. 201, Room 311			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder."

SOLICITATION

9. Sealed offers in original and 20 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in **Refer to Part IV, Section L.33** until **3:00 p.m.** (hour) local time **8/14/98** (date).

CAUTION-LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.215-1. All offers are subject to all terms and conditions in this solicitation.

10. FOR INFORMATION CALL →	A. NAME Marlene E. Martinez	B. TELEPHONE NO. (NO COLLECT CALLS) (630) 252-2080
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OFFER (Must be fully completed by Offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 180 calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Sec. I, Clause No. 52-232-25)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>
<p style="text-align: center;">DUNS:</p>	

15B. TELEPHONE NO. ()	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE	17. SIGNATURE	18. OFFER DATE
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AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
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<p>22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:</p> <p>10 U.S.C. 2304(c) () 41 U.S.C. 235(c) ()</p>	<p>23. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM: 25</p> <p><i>(4 copies unless otherwise specified)</i></p>
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24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY	CODE
		CR-54/CHO	ACCOUNTS PAYABLE DIVISION
		U.S. DEPARTMENT OF ENERGY, P.O. BOX 500	
		GERMANTOWN, MD 20874-0500	

26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE
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IMPORTANT - Award will be made on this Form or on Standard Form 26 or by other authorized official written notice.

PART I

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

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PART I

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTSB.1 ITEMS BEING PROCURED

- (a) The Contractor shall, in accordance with the terms of this contract, provide the personnel, facilities, equipment, materials and services (except as may be furnished by the Government), and otherwise do all things necessary for, or incident to providing its best efforts so as to carry out in an efficient and effective manner the necessary and related work to accomplish the requirements of the Base Contract Statement of Work (SOW), set forth in Part I, Section C - Description/Specifications/Work Statement.
- (b) The Government has the unilateral right to extend the term of this contract for the performance of the SOW for Option 1, as described in Part III, Section J, Attachment 1, Subpart III in accordance with Clause H.9, Options to Extend Services.
- (c) The Government has the unilateral right to extend the term of this contract for the performance of the SOW for Option 2, as described in Part III, Section J, Attachment 1, Subpart IV in accordance with Clause H.9, Options to Extend Services.
- (d) The Government has the unilateral right to extend the term of this contract for the performance of the SOW for Option 3, as described in Part III, Section J, Attachment 1, Subpart V in accordance with Clause H.9, Options to Extend Services.
- (e) The Contractor shall ensure the performance of Value Engineering services in accordance with the clause of this contract entitled, Value Engineering -- Architect-Engineer (MAR 1990) for the design of the MOX Fuel Fabrication Facility in accordance with the requirements contained in Part III, Section J, Attachment 1, Subpart II.A.1, Facility Design. The estimated cost and fixed fee for this effort shall not be separately priced, but be included in the overall estimated cost and fixed fee for performance of the work under this contract in paragraph B.2. below.
- (f) All work under this contract shall be performed under the general guidance and direction of the Technical Manager whose responsibilities are defined in the clause entitled "Technical Direction and Surveillance" set forth in Part I, Section H - Special Contract Requirements. Such guidance and direction shall not, however,

effect any change in the Schedule, Statement of Work, Reporting Requirements, or other provisions of this contract. Such changes shall be only by action of the Contracting Officer.

B.2 ESTIMATED COST, FIXED FEE, OBLIGATION OF FUNDS AND FINANCIAL LIMITATIONS

- (a) The estimated cost for the performance of the work under the Base Contract is \$_____.
- (b) The fixed fee for the performance of the work under the Base Contract is \$_____. There shall be no adjustment in the amount of the Contractor's fixed fee by reason of differences between any estimate of cost for performance of the work under this contract and the actual cost for performance of that work. Subject to the Contracting Officer's right to withhold the payment of fixed fee pursuant to the clause entitled, "Fixed-Fee" set forth in Part II, Section I, the fixed fee specified herein shall become due and payable in periodic installments (but not more frequently than bi-weekly) in amounts based on the proportion of the work completed as determined by the Contracting Officer.
- (c) Pursuant to the clause entitled, "Limitation of Funds", set forth in Part II, Section I, the amount of \$_____ * has been allotted and is available for payment of allowable costs and fixed fee under this contract. The period of performance which it is estimated the allotted amount will cover is _____ * through _____ *.
- (d) The amount presently obligated by the Government with respect to this contract is \$_____ *. Such amount may be increased unilaterally by DOE by written notice to the Contractor and may be increased or decreased by written agreement of the parties (whether or not by formal modification of this contract).
- (e) The giving of any notice by either party under this article or the clauses entitled, "Limitation of Funds" or "Limitation of Cost" set forth in Part II, Section I, as applicable, shall not be construed to waive or impair any right of the Government to terminate the contract under the provisions of the Termination Clause for this contract set forth in Part II, Section I.

*To be determined

- (f) When funds are obligated under this contract, DOE shall inform the Contractor in writing regarding any limitations on amounts available for operating and plant and capital equipment expenditures under this contract. The limitations so established shall be binding on the Contractor.
- (g) The clause entitled "Limitation of Funds" shall be applicable and the clause entitled "Limitation of Cost" inapplicable until such time as an amount equal to the estimated cost and fixed fee set forth in paragraphs (a) and (b) above is obligated to this contract, and thereafter the Limitation of Cost clause shall be applicable and the Limitation of Funds clause inapplicable.

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DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

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SECTION C

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 STATEMENT OF WORK

The Base Contract Statement of Work to be performed under this contract is set forth in PART III, Section J, Attachment 1, Subpart II. The Statement of Work to be performed under this contract for Options 1, 2 and 3, if exercised, are set forth in Part III, Section J, Attachment 1, Subparts III, IV and V, respectively.

C.2 PLANS AND REPORTS

The Contractor shall prepare and submit (postage prepaid) the plans and reports indicated on DOE F 1332.1, Reporting Requirements Checklist, in Part III, Section J, Attachment 4, to the addresses indicated in the attachment to the form. Preparation of the specified plans and reports shall be in accordance with DOE Order 1332.1A, "Uniform Reporting System". The level of detail the Contractor must provide in the plans and reports shall be commensurate with the scope and complexity of the task and the reporting categories delineated in Block 4, Planning and Reporting Requirements, or Block 6, Special Instructions, on the DOE F 1332.1 or in a particular contract clause. The Contractor shall be responsible for levying appropriate reporting requirements on any subcontractors in such a manner to ensure that data submitted is compatible with the data elements that the prime contractor is responsible for submitting to DOE. If subcontractors are involved, the prime contractor plans and reports submissions shall be structured in such a manner to permit clear identification of the subcontractor's cost and manpower inputs. Plans and reports submitted in compliance with this provision are in addition to any other reporting requirements of this contract.

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SECTION D

PACKAGING AND MARKING

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SECTION D

PACKAGING AND MARKING

D.1 PACKAGING

- (a) Preservation, packaging, and packing for shipment or mailing of all work delivered hereunder shall be in accordance with good commercial practice and adequate to insure acceptance by common carrier and safe transportation at the most economical rate(s).
- (b) Except for those reports where the urgency of receipt of the report by the Government necessitates the use of the most expeditious method of delivery, reports deliverable under this contract shall be mailed by other than first-class mail, unless the urgency of the deliverable sufficiently justifies the use of first-class mail.

D.2 MARKING

- (a) Each package, report or other deliverable shall be accompanied by a letter or other document which:
 - (1) Identifies the contract by number under which the item is being delivered.
 - (2) Identifies the deliverable Item Number or Report Requirement which requires the delivered item(s).
- (b) For any package, report, or other deliverable being delivered to a party other than the Contracting Officer, a copy of the document required in (a) above shall be simultaneously provided to the Contracting Officer.

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INSPECTION AND ACCEPTANCE

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PART I

SECTION E

INSPECTION AND ACCEPTANCE

E.1 FAR 52.246-5 INSPECTION OF SERVICES - COST-REIMBURSEMENT (APR 1984)
(APPLICABLE TO BASE CONTRACT AND OPTIONS 1 AND 2)

- (a) Definition. "Services," as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all places and times during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If any of the services performed do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce any fee payable under the contract to reflect the reduced value of the services performed.
- (e) If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances or (2) terminate the contract for default.

E.2 FAR 52.246-10 INSPECTION OF FACILITIES (APR 1984)
(APPLICABLE TO OPTIONS 1, 2 AND 3)

- (a) Definition. "Contractor's managerial personnel," as used in this clause, is defined in the Liability for the Facilities clause of this contract.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the facilities and work called for by this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test the facilities and work called for by the contract, to the extent practicable at all places and times, including the period of manufacture. The Government may also inspect the facilities and work at the plant or plants of the Contractor or its subcontractors engaged in the performance of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work to be performed by the Contractor under this contract or any related contract.
- (d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (e) The Contracting Officer may, at any time, require the Contractor to correct or replace facilities or work that is defective or does not conform to contract requirements. Except as provided in paragraph (f) below, corrections and replacements shall be at Government expense if, under the terms of this contract, the facilities or work corrected or replaced were initially furnished, or required to be performed at Government expense.
- (f) The Contracting Officer may, at any time, require the Contractor to correct or replace facilities or work that is defective or does not conform to contract requirements, without cost to the Government under this contract or any related contract or subcontract, if the defects or failures are due to fraud, lack of good

faith, or willful misconduct on the part of the Contractor's managerial personnel; or to the conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

- (g) Corrected or replacement facilities or work shall be subject to this clause in the same manner as facilities or work originally completed under the contract.

E.3 ACCEPTANCE

Acceptance of all work and deliverables under this contract (including reporting requirements) shall be accomplished by the Contracting Officer or any duly authorized representative. Acceptance criteria for deliverables required by this contract (excluding reporting requirements) are detailed in Section F.2, Delivery Requirements.

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PART I

SECTION F

DELIVERIES OR PERFORMANCEF.1 PERIOD OF PERFORMANCE

The performance of the work for the Base Contract described in Part I, Section C - Description/Specifications/Work Statement shall commence at the time of contract award, and shall continue to completion thereof, estimated to occur on or about _____, unless sooner terminated as hereinafter provided or extended by exercise of any, or all, of the options contained in Part I, Clause H.9 - Options to Extend Services. The following is a summary of the period of performance for the base contract and option periods.

<u>Description</u>	<u>Term</u>
Base Contract	Contract award date through _____ (insert the number of months after Base Contract award date through completion of the Base Contract).
Option 1 Construction and Cold Start-up of the MOX Fuel Fabrication Facility and Modifications of Mission Reactors and Site Facilities	Option 1 award date through _____ (insert the number of months between Option 1 award date through completion of Option 1).
Option 2 Hot Start-up and Operation of the MOX Fuel Fabrication Facility and Reactor Irradiation Services	Option 2 award date through _____ (insert the number of months between Option 2 award date through completion of Option 2).
Option 3 Deactivation of the MOX Fuel Fabrication Facility	Option 3 award date through _____ (insert the number of months between Option 3 award date through completion of Option 3).

F.2 DELIVERY REQUIREMENTS

The Contractor shall submit to the Contracting Officer the deliverables contained in the following chart by the due date described therein:

BASE CONTRACT

ITEM/ DELIVERABLE	DESCRIPTION	INSPECTION/ ACCEPTANCE CRITERIA	DUE DATE
*Advanced Conceptual Design	See Section J.II.A.1.b. (1) Initial Conceptual Design (2) Advanced Conceptual Design	Design addresses requirements of J.II.A.1.a, information requested in description, and is accurate and timely.	See Section J.II.A.1.d (1)
Preliminary Design Packages	See Section J.II.A.1.c.	Design contains all information requested, is accurate and timely.	See Section J.II.A.1.d (2)
Final Design Packages	See Section J.II.A.1.d.	Design contains all information requested, is accurate and timely.	See Section J.II.A.1.d (3)
MOX Fuel Fabrication Facility Long Lead Time Procurement Plan	See Section J.II.A.2.	Plan contains all information requested, is accurate and timely.	See Section J.II.A.2.
Work Task Agreement (WTA)	See Section J.II.A.3	The WTA contains all information requested, is accurate and timely	See Section J.II.A.3
Regulatory Management Plan	See Section J.II.A.4.a.	Plan contains all information requested, is accurate and timely.	See Section J.II.A.4.a.
Regulatory Documentation	See Section J.II.A.4.a.	An authorized representative of the contractor shall provide the documentation to DOE.	See Section J.II.A.4.a.
Facility Quality Assurance Plan	See Section J.II.A.5.	Requirements specified in 10 CFR Part 50, Appendix B	See Section J.II.A.5.
Construction Market Analysis and Prospective Bidders Report	See Section J.II.A.7.	Report contains all information requested, is accurate and timely.	See Section J.II.A.7.
Deactivation Plan	See Section J.II.A.8.	Plan contains all information requested, is accurate and timely.	See Section J.II.A.8.
MOX Fuel Safeguards Plan	See Section J.II.A.9.	Applicable NRC Safeguards Requirements, including applicable IAEA Standards.	Within 13 mos. after award of contract.
MOX Fuel Security Plan	See Section J.II.A.10.	Applicable DOE Security Requirements.	See Section J.II.A.10.
Fuel Qualification Plan	See Section J.II.B.2.	Plan contains all information requested, is accurate and timely	See Section J.II.B.2.
DOE Host Site Facility(s) Recommendation Report	See Section J.II.B.3.	Report contains all information requested, is accurate and timely.	See Section J.II.B.3.
Work Task Agreement	See Section J.II.B.4.	Work Task Agreement contains all information requested, is accurate and timely.	See Section J.II.B.4
Certification of Successful Completion of Fuel Qualification Plan	See Section J.II.B.5.	An officer of the contractor shall certify completion.	See Section J.II.B.5.
Fuel Qualification Long Lead Time Procurement Plan	See Section J.II.B.6.	Plan contains all information requested, is accurate and timely.	See Section J.II.B.6.
Mission Reactors System Modification Plan(s)	See Section J.II.C.1.b.	Plan(s) address requirements of J.II.C.1.a, information requested in description, and are accurate and timely.	See Section J.II.C.1.b.

Mission Reactors Licensing Plan(s)	See Section J.II.C.2.	Plan(s) contain all information requested, are accurate and timely.	See Section J.II.C.2.
Mission Reactors License Amendment Application(s) and Revisions	See Section J.II.C.2.	In accordance with NRC Requirements	See Section J.II.C.2.
Mission Reactors Permitting Plan(s)	See Section J.II.C.3.	Plan(s) contains all information requested, are accurate and timely.	See Section J.II.C.3.
Mission Reactors Irradiation Plan	See Section J.II.C.4.b.	Plan contains all information requested, is accurate and timely.	See Section J.II.C.4.b.(1)
Project Management Plan	See Section J.II.D.1.a.	Plan contains all information requested, is accurate and timely.	See Section J.II.D.1.a.
SNM Transportation Integration Management Plan	See Section J.II.D.3.a.	Plan contains all information requested, is accurate and timely.	See Section J.II.D.3.a.
MOX Fresh Fuel Package Certification Plan	Plan covering activities of Section J.II.D.3.b.	Plan contains all information requested, is accurate and timely.	See Section J.II.D.3.b.
MOX Fresh Fuel Package Certificate of Compliance Application	Contractor shall submit the COC application, including package final design and SARP.	DOE Order 460.1A, accompanying DOE Manual 460.1A and ORNL/TM-13526	See Section J.II.D.3.b.
MOX Fresh Fuel Package Procurement Plan	Contractor shall submit a plan with costs and schedule for required fuel packages.	Plan contains all information requested, is accurate and timely.	See Section J.II.D.3.b.
Advance Procurement Plan	See Section J.II.D.4.	Plan contains all information requested, is accurate and timely.	See Section J.II.D.4.

OPTION 1

ITEM/ DELIVERABLE	DESCRIPTION	INSPECTION/ ACCEPTANCE CRITERIA	DUE DATE
Functional and Operability Testing Plan	See Section J.III.A.3.	Plan contains all information requested, is accurate and timely.	See Section J.III.A.3.
Certification of Successful Completion of Construction and Cold Start-Up Testing in Accordance with Functional and Operability Testing Plan	See Section J.III.A.4.	An officer of the contractor shall certify completion.	See Section J.III.A.4.
MOX Fuel Fabrication Process Qualification Plan	See Section J.III.A.5.	Plan contains all information requested, is accurate and timely.	See Section J.III.A.5.
Procedures Management Systems (PMS) Manual	See Section J.III.A.6.	In accordance with the DOE approved PMS manual.	See Section J.III.A.6.b
Work Task Agreement	See Section J.III.A.10.	Work Task Agreement contains all information requested, is accurate and timely.	See Section J.III.A.10.
Two-Year MOX Fuel Delivery Schedule	See Section J.III.C.4.	The schedule contains accurate information from all mission reactors.	See Section J.III.C.4.

OPTION 2

ITEM/ DELIVERABLE	DESCRIPTION	INSPECTION/ ACCEPTANCE CRITERIA	DUE DATE
Certification of Successful Completion of Hot Start-up Testing and Transition to full Operations in Accordance with Functional and Operability Testing Plan	See Section J.IV.A.1.	An officer of the contractor shall certify completion.	See Section J.IV.A.1.
Certification of Completion of the MOX Fuel Fabrication Process Qualification Plan	See Section J.IV.A.2.	An officer of the contractor shall certify completion.	See Section J.IV.A.2.
Deactivation Plan	See Section J.IV.A.8.	Plan contains all information requested, is accurate and timely.	See Section J.IV.A.8.
Work Task Agreement	See Section J.IV.A.9.	The Work Task Agreement contains all information requested, is accurate and timely.	See Section J.IV.A.9.
Mission Reactors Annual Inventory Report	See Section J.IV.C.1.	The report contains accurate information from all mission reactors.	See Section J.IV.C.1.
Two-Year MOX Fuel Delivery Schedule	See Section J.IV.C.2.	The schedule contains accurate information from all mission reactors.	Annually (See Base Contract)

OPTION 3

ITEM/ DELIVERABLE	DESCRIPTION	INSPECTION/ ACCEPTANCE CRITERIA	DUE DATE
Certification of Deactivation Completion	See Section J.V.A.1	An Officer of the contractor shall certify completion in accordance with the approved Deactivation Plan	Upon completion of deactivation
Work Task Agreement	See Section J.V.A.2	The Work Task Agreement contains all requested information, is accurate and timely.	See Section J.V.A.2.

F.3 FAR 52.242-15 STOP-WORK ORDER (AUG 1989) - ALTERNATE I (APR 1984)
(APPLICABLE TO BASE CONTRACT AND OPTIONS 1 AND 2)

- (a) The Contracting Officer may at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either:
 - (1) Cancel the stop-work order, or
 - (2) Terminate the work covered by the order as provided in the Termination clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected and the contract shall be modified, in writing, accordingly, if -
 - (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract

- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

F.4 FAR 52.242-16 STOP-WORK ORDER - FACILITIES (AUG 1989)
(APPLICABLE TO OPTIONS 1, 2 AND 3)

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the acquisition, construction, or installation work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall, at Government expense, immediately comply with its terms and take all reasonable steps to minimize the incurrence of cost allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--
 - (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the Termination of Work clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery completion schedule, the estimated cost, or both, and the contract shall be modified, in writing, accordingly, if--
 - (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

- (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) An appropriate equitable adjustment may be made in any related contract of the Contractor that provides for adjustment and is affected by any stop-work order under this clause. The Government shall not be liable to the Contractor for damages or loss of profits because of a stop-work order issued under this clause.

PART I

SECTION G

CONTRACT ADMINISTRATION DATA

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PART I

SECTION G

CONTRACT ADMINISTRATION DATA

G.1 CORRESPONDENCE PROCEDURES

To promote timely and effective administration, correspondence (except for invoices and reports) submitted under this contract is subject to the following procedures:

- (a) Subject Line(s) - All correspondence should contain a subject line, commencing with the contract number and subject matter. An example is illustrated below:

SUBJECT: CONTRACT NO. (Insert the contract number), REQUEST FOR SUBCONTRACT CONSENT.

- (b) Technical Correspondence - Technical correspondence (as used herein, this term excludes correspondence where patent or proprietary data issues are involved or correspondence which proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions of this contract) should be addressed to the DOE/Technical Manager (TM), with an information copy of the correspondence to the DOE Contract Specialist.

- (c) Correspondence Regarding Inventions - All correspondence for Patent related matters (inventions, etc.) should be mailed to:

U. S. Department of Energy
Chicago Operations Office
Office of Intellectual Property Law
9800 S. Cass Avenue
Argonne, Illinois 60439

Information copies of patent related correspondence should be sent to the Contracting Officer.

Also see the paragraph entitled "Publication", if included in this contract, under the article entitled, "Patent Rights" set forth in Part II, Section I, of this contract and the DOE F 1332.1 - Reporting Requirements Checklist set forth in Part III, Section J - List of Attachments, of this contract.

- (d) Other Correspondence - All other correspondence, except for reporting of inventions, should be addressed to the Contracting Officer, with information copies of the correspondence to the DOE TM and DOE Intellectual Property Counsel when deemed appropriate (where patent or technical data issues are involved).

G.2 GOVERNMENT CONTACTS FOR POST AWARD ADMINISTRATION

(a) DOE Contracting Officer

For definition see Part II, Section I, Clause 1, "Definitions" of this contract.

The Contracting Officer is the only official who can:

- (1) assign additional work within the general scope of the Statement of Work of the contract;
- (2) issue a change as defined in the "Changes" clause of the contract;
- (3) cause an increase or decrease in the total estimated cost or the time required for contract performance;
- (4) change any of the expressed terms, conditions or specifications of the contract; and
- (5) accept non-conforming work.

(b) DOE Contract Specialist for Administration

The Contract Specialist should be used as the point of contact for all but technical and patent related matters (see G.1).

The Contract Specialist for this contract is:

Name: _____ *

Address: Acquisition and Assistance Group
U. S. Department of Energy
Chicago Operations Office
9800 South Cass Avenue
Argonne, Illinois 60439

Telephone No.: _____ *

Any change in the DOE Contract Specialist may be made administratively by letter from the Contracting Officer.

(c) DOE Technical Manager (TM)

The limitations of the Technical Manager's authority are defined in Part I, Section H, "Technical Direction and Surveillance" clause.

The performance of work under this contract is subject to the direction of the TM in accordance with the "Technical Direction and Surveillance" clause of the contract. The TM should be used as the point of contact on all technical matters (see G.1 (b)). The TM for this contract is:

Name: _____ *

Address: _____ *

Telephone No.: _____ *

Any change in the DOE TM may be made administratively by letter from the Contracting Officer.

* To be determined

(d) DOE Intellectual Property Counsel

See G.1(c).

(e) DOE Property Administrator

Property correspondence should be addressed to the Contracting Officer and property matters referred to the Contract Specialist unless property administration has been delegated, in which case, separate instructions will be sent administratively by letter from the Contracting Officer, which will supersede this paragraph G.2(e).

G.3 BILLING INSTRUCTIONS

Vouchers: Certified original vouchers shall be submitted to the Payment Office and copies shall be submitted to the DOE Contract Specialist (See G.2 (b)) and the DOE Technical Manager (See G.2 (c)) in accordance with the Billing Instructions set forth in Part III, Section J - List of Attachments, and in accordance with the Allowable Cost and Payment provisions of this contract as set forth in Part I, Section H and Part II, Section I.

Additionally, the Contractor shall identify the individual in its organization to be contacted relative to each voucher.

PART I

SECTION H

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*Clauses are applicable to the Base Contract effort and Options 1, 2, 3 in accordance with the following codes which follow the title of each clause:

B = Base Contract
1 = Option 1
2 = Option 2
3 = Option 3

PART I

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 TECHNICAL DIRECTION AND SURVEILLANCE

- (a) The work to be performed by the Contractor under this contract is subject to the surveillance and written Technical Direction of a "Technical Manager", identified in Part I, Section G, who shall be specifically appointed by the Contracting Officer in writing. The term "Technical Direction" is defined to include, without limitation, the following:
 - (1) Directions to the Contractor which redirect the contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise provide technical guidance to the Contractor in order to accomplish the tasks and requirements stated in Part I, Section C - Description/ Specifications/Work Statement of this contract.
 - (2) Provision of information to the Contractor which assists in the interpretation of drawings, specifications or technical portions of Part I, Section C - Description/Specifications/Work Statement of this contract.
 - (3) Review and, where required by the contract, approval of technical reports, drawings, specifications or technical information to be delivered by the Contractor to DOE under the contract.

The Technical Manager shall monitor the Contractor's performance with respect to compliance with the requirements of this contract.

- (b) Technical direction and management surveillance shall not impose tasks or requirements upon the Contractor additional to or different from the tasks and requirements stated in Part I, Section C - Description/Specifications/Work Statement of this contract. The Technical Direction to be valid:
 - (1) Must be issued in writing consistent with the tasks and requirements stated in Part I, Section C - Description/ Specifications/Work Statement of this contract; and

- (2) May not:
- (i) constitute an assignment of additional work outside the tasks and requirements stated in Part I, Section C - Description/ Specifications/Work Statement of this contract;
 - (ii) constitute a change as defined in the "Changes" clause of the contract;
 - (iii) in any manner cause an increase or decrease in the total estimated contract cost or the time required for contract performance;
 - (iv) change any of the expressed terms, conditions or specifications of the contract;
 - (v) accept non-conforming work; or
 - (vi) result in non-conformance with NRC license requirements.
- (c) The Contractor shall proceed promptly with the performance of Technical Directions duly issued by the Technical Manager in the manner prescribed by paragraph (b) and which are within his authority under the provisions of paragraph (a); provided, however, that the Contractor shall immediately cease the performance of any Technical Direction upon receipt of a written instruction to that effect from the Contracting Officer.
- (d) If in the opinion of the Contractor, any Technical Direction issued by the Technical Manager is within one of the categories as defined in (b)(2)(i) through (vi) above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within five (5) working days after the receipt of any such Technical Direction and shall request the Contracting Officer to modify the contract accordingly. Such notice shall (i) include the reason upon which the Contractor bases its belief that the Technical Direction falls outside the purview of paragraph (a) above and (ii) include the Contractor's best estimate as to any necessary revisions in the estimated cost, fixed fee, performance time, delivery schedules and any other contractual provisions that would result from implementing the Technical Direction. If, after reviewing the information presented pursuant to (d)(i), the Contracting Officer is of the opinion that such Technical Direction is within the purview of the "Changes" clause of the contract, set forth in Part II, Section I, and he considers such changes desirable, he will issue unilateral direction to proceed pursuant to the authority granted him under said clause. If the Contracting Officer determines that such direction is Technical Direction authorized by this clause, the Contracting Officer will direct the Contractor to proceed with the implementation of such Technical Direction and the Contractor shall comply therewith. In the event the Contracting Officer determines that it is necessary to avoid a delay in performance of the contract he may, in writing, direct the Contractor to proceed with the implementation of the Technical Direction

pending receipt of the information to be submitted pursuant to (d)(i) and (ii) above. Should the Contracting Officer later determine that Change direction is appropriate, the written decision issued hereunder shall constitute the required Change direction.

- (e) Failure of the Contractor and the Contracting Officer to agree on whether the Government Direction as issued is Technical Direction or a change within the purview of the "Changes" clause of the contract and/or otherwise falls within the limitations set forth in (b) above shall be a contract dispute concerning a question of fact within the meaning of the "Disputes" clause of the contract, set forth in Part II, Section I.
- (f) The only persons authorized to give Technical Direction to the Contractor under this contract are the Contracting Officer and any "Technical Manager" who may be appointed by the Contracting Officer in writing. Any action taken by the Contractor in response to any direction given by any person other than the Contracting Officer or Technical Manager shall not be binding upon the Government.

H.2 SUBCONTRACTS, PURCHASE ORDERS AND CONSULTING SERVICES

- (a) Prior to the placement of subcontracts and in accordance with the clause entitled "Subcontracts (Cost-Reimbursement and Letter Contracts)," as set forth in Part II, Section I, General Contract Clauses, the Contractor shall ensure that:
 - (1) Subcontracts contain all of the clauses of this contract (altered when necessary for proper identification of the contracting parties) which contain a requirement for such inclusion in applicable subcontracts ;
 - (2) Appropriate Representations, Certifications and Other Statements of the Bidder/Offeror have been received from the Subcontractor;
 - (3) Any required prior notice and description of the subcontract is given to the Contracting Officer and any required consent is received pursuant to the clause entitled "Subcontracts (Cost-Reimbursement and Letter Contracts)." Unless the consent or approval specifically provides otherwise, consent by the Contracting Officer to any subcontract shall not constitute a determination (i) to revise this contract or any of the respective obligations of the parties thereunder, or (ii) to create any subcontractor privity of contract with the Government.
- (b) In order to insure that the proposed subcontract is properly evaluated prior to Contracting Officer consent, a copy of the proposed subcontract document along with any documentation required by the clause, "Subcontracts (Cost-Reimbursement and Letter Contracts)," shall be submitted by the prime contractor to the responsible Contracting Officer.

- (c) DOE Acquisition Regulations (Subpart 908.71 - Acquisition of Special Items) set forth requirements and procedures for the acquisition of special items by DOE contractors such as: motor vehicles, alcohol, helium, calibration services, aircraft, Government license tags, office machines, office furniture and furnishings, security cabinets, fuels and packaged petroleum products, coal, forms, electronic data processing tape, tabulating machine cards, special materials such as heavy water, and precious metals such as platinum, palladium, iridium, osmium, rhodium, ruthenium, gold and silver, etc. Contractors should familiarize themselves with the contents of this regulation.
- (d) In addition to the provisions of the clause entitled "Subcontracts (Cost-Reimbursement and Letter Contracts)," the prior written consent of the Contracting Officer shall be obtained for the services of consultants when: (1) any employee of the Contractor is to be reimbursed as a "consultant" under this contract, or (2) the consulting agreement provides for a daily rate in excess of \$400.00 per day, or (3) the consulting agreement provides for total compensation in excess of \$5,000.00.

H.3 COST PRINCIPLES FOR COMMERCIAL ORGANIZATIONS

The cost principles contained in Federal Acquisition Regulation (FAR) Subpart 31.2, Contracts with Commercial Organizations, and Department of Energy Acquisition Regulation (DEAR) Subpart 931.2, in effect on the effective date of the contract, are hereby incorporated by reference into this contract and shall be utilized to determine allowability of costs under this contract.

For ease of reference the following is a listing of the applicable cost principles and their effective dates.

<u>Number</u>	<u>Reference</u>	<u>Title</u>	<u>Date</u>
1.	FAR 31.201-1	Composition of total cost.....	Feb. 1995
2.	FAR 31.201-2	Determining allowability	Aug. 1996
3.	FAR 31.201-3	Determining reasonableness	July 1987
4.	FAR 31.201-4	Determining allocability	Apr. 1984
5.	FAR 31.201-5	Credits	Sept. 1989
6.	FAR 31.201-6	Accounting for unallowable costs	Feb. 1995
7.	FAR 31.201-7	Construction and architect-engineer contracts	Apr. 1984
8.	FAR 31.202	Direct costs.....	Apr. 1984
9.	FAR 31.203	Indirect costs	Aug. 1992
10.	FAR 31.204	Application of principles and procedures	Oct. 1997
11.	FAR 31.205-1	Public relations and advertising costs	May 1997
12.	FAR 31.205-2	[Reserved]	
13.	FAR 31.205-3	Bad debts.....	Apr. 1984
14.	FAR 31.205-4	Bonding costs	Apr. 1984
15.	FAR 31.205-5	Civil defense costs	Apr. 1984
16.	FAR 31.205-6	Compensation for personal services	Feb. 1998
17.	FAR 31.205-7	Contingencies	Apr. 1984
18.	FAR 31.205-8	Contributions or donations	Apr. 1986
19.	FAR 31.205-9	[Reserved]	
20.	FAR 31.205-10	Cost of money.....	Aug. 1992
21.	FAR 31.205-11	Depreciation	Feb. 1997
22.	FAR 31.205-12	Economic planning costs	Apr. 1984
23.	FAR 31.205-13	Employee morale, health, welfare, food service, and dormitory costs and credits	Oct. 1995
24.	FAR 31.205-14	Entertainment costs	Oct. 1995
25.	FAR 31.205-15	Fines, penalties, and mischarging costs	Jan. 1991
26.	FAR 31.205-16	Gains and losses on disposition of depreciable property or other capital assets	Feb. 1997
27.	FAR 31.205-17	Idle facilities and idle capacity costs	Apr. 1984
28.	DEAR 931.205-18	Independent research and development and bid and proposal costs.....	Feb. 1998
29.	FAR 31.205-19	Insurance and indemnification	Aug. 1992
30.	FAR 31.205-20	Interest and other financial costs.....	Apr. 1984
31.	FAR 31.205-21	Labor relations costs	Apr. 1984
32.	FAR 31.205-22	Lobbying and political activity costs	Jan. 1997
33.	FAR 31.205-23	Losses on other contracts.....	Apr. 1984
34.	FAR 31.205-24	Maintenance and repair costs	Aug. 1992
35.	FAR 31.205-25	Manufacturing and production engineering costs	Apr. 1984
36.	FAR 31.205-26	Material costs.....	Oct. 1997

37.	FAR 31.205-27	Organization costs.....	Apr. 1988
38.	FAR 31.205-28	Other business expenses	Apr. 1984
39.	FAR 31.205-29	Plant protection costs.....	Apr. 1984
40.	FAR 31.205-30	Patent costs.....	Apr. 1984
41.	FAR 31.205-31	Plant reconversion costs.....	Apr. 1984
42.	DEAR 931.205-32	Precontract costs.....	Apr. 1984
43.	FAR 31.205-33	Professional and consultant service costs	Oct. 1997
44.	FAR 31.205-34	Recruitment costs.....	Apr. 1984
45.	FAR 31.205-35	Relocation costs.....	July 1987
46.	FAR 31.205-36	Rental costs	Dec. 1996
47.	FAR 31.205-37	Royalties and other costs for use of patents.....	Apr. 1986
48.	FAR 31.205-38	Selling costs	May 1997
49.	FAR 31.205-39	Service and warranty costs.....	Apr. 1986
50.	FAR 31.205-40	Special tooling and special test equipment costs	Apr. 1986
51.	FAR 31.205-41	Taxes	Mar. 1996
52.	FAR 31.205-42	Termination costs	Oct. 1997
53.	FAR 31.205-43	Trade, business, technical, and professional activity costs	Oct. 1995
54.	FAR 31.205-44	Training and education costs	Aug. 1987
55.	FAR 31.205-45	Transportation costs.....	Apr. 1984
56.	FAR 31.205-46	Travel costs	Dec. 1997
57.	FAR 31.205-47	Costs related to legal and other proceedings	Oct. 1996
58.	FAR 31.205-48	Deferred research and development costs	Apr. 1984
59.	FAR 31.205-49	Goodwill.....	Aug. 1984
60.	FAR 31.205-50	[Reserved]	
61.	FAR 31.205-51	Cost of alcoholic beverages.....	Apr. 1986
62.	FAR 31.205-52	Asset valuations resulting from business combinations	July 1990

H.4 GOVERNMENT-FURNISHED PROPERTY

Pursuant to paragraphs (a) (2) of the clauses entitled, "Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) (JAN 1986)" and "Government Property (Consolidated Facilities) (MAR 1996) (Modified)", set forth in Part II, Section I, the following item(s) shall be furnished by the Government at no cost to the Contractor for performance of the work hereunder:

GOVERNMENT-FURNISHED PROPERTY

Government-Furnished Property	Description	Schedule for Delivery*
Depleted uranium (if requested by the Contractor). See Part I, Clause H.5. Applicable to: - Base Contract - Option 1 - Option 2	Depleted uranium in the form of DUF_6 will be provided in sufficient quantities to meet the Contractor's requirements. DUF_6 will be of the same purity as low enriched UF_6 delivered by the United States Enrichment Corporation.	Depleted uranium will be provided on a schedule agreed to by the Contractor and DOE.
Plutonium oxide (See characteristics and impurities on tables H-4a and H-4b). Applicable to: - Base Contract - Option 1 (for receipt and storage only in accordance with NRC license) - Option 2	1. Plutonium oxide derived by the hydride-dehydride process. 2. 33 metric tonnes (MT) of plutonium as plutonium oxide produced by the hydride-dehydride process.	1.a. 100 Kgs/year of plutonium oxide available starting on January 1, 2001 up to October 1, 2004. 1.b. Plutonium oxide for test/demonstration fuel will be delivered on dates as specified in Part III, Section J, Attachment 1, Subpart II.B.5. 2. Plutonium oxide will be available at the rate of 3.5 MT Pu per year beginning October 1, 2004 and will be delivered on a schedule agreed to by the Contractor and DOE.
Building site for the construction of the MOX Fuel Fabrication Facility. See Part I, Clause H.24. Applicable to: - Base Contract - Option 1, 2, 3	A building site at a DOE host-site location to be identified by DOE in the SPDEIS ROD, suitable for construction of a MOX Fuel Fabrication Facility.	The building site will be provided on a mutually agreed to schedule by the Contractor and DOE.
Plutonium oxide feed material storage cans. Applicable to: - Base Contract - Option 1, 2	Stainless steel storage cans for the plutonium oxide feed material in sufficient quantity to handle the feed material necessary to complete the SOW.	Cans will be provided to the Contractor on a mutually agreed to schedule by the Contractor and DOE.
Two MO-1 certified shipping packages for the transportation of test/demonstration fuel (if requested by the Contractor). See Part III, Section J, Attachment 1, Subpart II.B.7. Applicable to: - Base Contract	Two MO-1 shipping packages, certified by the NRC, capable of containing certain test/demonstration fuel pins or assemblies. A package will hold 2 PWR or 2 BWR assemblies.	The shipping packages for transportation of test/demonstration fuel will be provided on a schedule to meet the Contractor's fuel qualification irradiation schedule.

*See Clause H.21

Table H-4a
PuO₂ Powder Characteristics and Impurities

The plutonium oxide delivered to the Contractor will be characterized for Pu isotopics and impurities. The elemental impurities will be less than the values specified below and on the following page.

CHARACTERISTICS

Pu Content (weight %, Pu/PuO ₂ X 100)	86-88.2
Pu Isotopics	Reported when delivered
²⁴¹ Am (weight %, ²⁴¹ Am/Pu X 100)	<0.5
Surface Area, square meters per gram	Reported when delivered
Particle Size, micrometers	1. 95-100% < 44 2. 99-100% < 100

Am - Americium

Table H-4b
PuO₂ Powder Characteristics and Impurities

IMPURITIES (micrograms per gram Pu)

Ag - Silver	100	Nb - Niobium	100
Al - Aluminum	150	Ni - Nickel	200
B - Boron	10	P - Phosphorus	100
Be - Beryllium	100	Pb - Lead	200
Bi - Bismuth	100	S - Sulphur	250
C - Carbon	500	Si - Silicon	200
Ca - Calcium	500	Sm - Samarium	2
Cd - Cadmium	10	Sn - Tin	100
Cl - Chlorine	(+Fl<250)	Ti - Titanium	100
Co - Cobalt	100	Th - Thorium	100
Cr - Chromium	100	U - Uranium*	5000
Cu - Copper	100	V - Vanadium	300
Dy - Dysprosium	1.0	W - Tungsten	200
Eu - Europium	1.0	Zn - Zinc	100
F - Fluorine	(+Cl<250)	Zr - Zirconium	50
Fe - Iron	500	Boron Equivalent	10
Ga - Gallium	200	Total Impurities**	5300
Gd - Gadolinium	3		
In - Indium	20		
K - Potassium	100		
Li - Lithium	100		
Mg - Magnesium	500		
Mn - Manganese	100		
Mo - Molybdenum	100		
N - Nitrogen	300		
Na - Sodium	300		

*Isotopics to be Reported when Delivered.

**The total impurity value is exclusive of the Am contribution; the maximum Am concentration is stated on the previous page.

H.5 AVAILABILITY OF DEPLETED URANIUM

If requested by the Contractor, the Government shall make available depleted uranium in the form of DUF_6 as Government-furnished material in quantities sufficient to meet the Contractor's requirements subject to the following conditions. The Contractor shall be responsible for repackaging, storage, transportation and conversion of this material. The depleted uranium is available at the following DOE sites : Paducah, KY; Portsmouth, OH; Oak Ridge, TN (K-25 site). Refer to ORNL/TM-13417, Availability of Uranium Feed for the Fissile Materials Disposition Program, Vol. 1 : Depleted UF_6 , for details on material available, transportation requirements, and conversion to UO_2 . For the base contract and Option 1, DOE will pay for the repackaging, storage, transportation and conversion of the DUF_6 to UO_2 . For Option 2, DOE will pay for these services through the completion of hot start-up and transition to full operations. Upon DOE's acceptance of the Contractor's Certification of the Completion of Hot Start-Up and Transition to Full Operations, the Contractor will be responsible for all costs associated with the repackaging, storage, transportation and conversion of this material.

Insert Page H-14 (titled as below) from ADD-INS.PDF

H.6 GOVERNMENT- FURNISHED SERVICES

Table H.6

LIST OF DOE HOST SITE SERVICES

Utilities:

*Telephone/Communications**Electric Power**Domestic Water (Potable)**Fire Water (Non-Potable)**Sanitary Sewer**Natural Gas**Heating Oil**Low Pressure Steam**Storm Sewers*

Emergency medical services

Laundry Services

Security (outside PIDAS)

Fire Department

Emergency Response Services

Site Infrastructure Maintenance (outside PIDAS)

Site Environmental Services (e.g., monitoring, lab analysis, etc)

Metrology Services

Transportation and disposal of low level, hazardous, non-hazardous, mixed and TRU waste (Contractor is responsible for packaging waste).

H.7 TITLE TO NUCLEAR MATERIALS AND MOX FUEL ASSEMBLIES OR PINS

Title to all fuel assemblies or pins which contain any Government-furnished nuclear materials shall vest with the Government until such fuel assemblies or pins are inserted into a reactor core at which time title to the fuel assemblies or pins shall transfer to the reactor licensee. For any irradiated fuel assemblies or pins which are sent to a DOE facility for post irradiation examination, DOE may require that title to the fuel assemblies or pins transfer to the Government upon receipt at the Government facility.

H.8 DOE SECURITY CLEARANCES

The Contractor shall not permit any individual to have access to any classified information, except in accordance with the Atomic Energy Act of 1954, as amended, Executive Order 12356, and the DOE's regulations or requirements applicable to the particular level and category of classified information to which access is required.

H.9 OPTIONS TO EXTEND SERVICES

- (a) The Government has the unilateral right to extend the term of this contract for the performance of Option 1, as described in Part III, Section J, Attachment 1, Subpart III. Option 1 may be exercised by written notice to the Contractor prior to the expiration of the base contract period of performance. However, the Government shall provide the Contractor a preliminary written notice of its intent to exercise Option 1 at least 180 days prior to the expiration of the base contract. The preliminary notice does not commit the Government to an extension.

Upon receipt of the Government's preliminary written notice to exercise Option 1, the Contractor shall enter into good faith negotiations to reach agreement on the cost (including fee and incentive arrangement, if any) for performance of the work for Option 1, and mutually agreeable contract terms and conditions for performance of the option; provided, however, that the Contractor must accept those terms and conditions applicable to Option 1 contained herein, and any additional terms and conditions required by statute or regulation.

- (b) The Government has the unilateral right to extend the term of this contract for the performance of Option 2, as described in Part III, Section J, Attachment 1, Subpart IV. Option 2 may be exercised by written notice to the Contractor prior to the completion of Option 1. However, the Government shall provide the Contractor a preliminary written notice of its intent to exercise Option 2 at least 180 days prior to the expiration of Option 1. The preliminary notice does not commit the Government to an extension.

Upon receipt of the Government's preliminary written notice to exercise Option 2, the Contractor shall enter into good faith negotiations to reach agreement on the estimated cost (including fee, if any) for performance of the reimbursable work under Option 2, and the date for the completion of hot start-up and transition to full operations; and mutually agreeable contract terms and conditions for performance of the option; provided, however, that the Contractor must accept those terms and conditions applicable to Option 2 already contained herein, and any additional terms and conditions required by statute or regulation. Upon DOE acceptance of the Contractor's Certification of Successful Completion of Hot Start-up and Transition to Full Operations of the MOX Fuel Fabrication Facility in accordance with the Functional and Operability Testing Plan, the costs for the remaining effort under Option 2 shall be in accordance with Clause H.11, Cost Responsibility After Completion of Hot Start-Up and Transition to Full Operations. In addition, a payment shall be made either by the Contractor to the Government or by the Government to the Contractor, as specified in Clause H.12, Payment After Transition to Full Operations of the MOX Fuel Fabrication Facility.

- (c) The Government has the unilateral right to extend the term of this contract for the performance of Option 3, as described in Part III, Section J, Attachment 1, Subpart V. Option 3 may be exercised by written notice to the Contractor prior to completion of Option 2. However, the Government shall provide the Contractor a preliminary written notice of its intent to exercise Option 3 at least 180 days prior to the expiration of Option 2. The preliminary written notice does not commit the Government to an extension.

Upon receipt of the Government's preliminary written notice to exercise Option 3, the Contractor shall enter into good faith negotiations to reach agreement on mutually agreeable contract terms and conditions for performance of the option; provided, however, that the Contractor must accept those terms and conditions applicable to Option 3 contained herein, and any additional terms and conditions required by statute or regulation. The cost for such work shall be as specified in clause H.15, Deactivation, paragraph (a).

- (d) The total duration of this contract, including all of the options which the Government may choose to exercise under this clause, shall not extend beyond December 31, 2023.

H.10 CONSTRUCTION PROHIBITION

No construction work shall be awarded to the firm that designs the MOX Fuel Fabrication Facility or its subsidiaries or affiliates, except with the approval of the Secretary or his authorized representative.

H.11 COST RESPONSIBILITY AFTER COMPLETION OF HOT START-UP AND TRANSITION TO FULL OPERATIONS

Upon DOE acceptance of the Contractor's Certification of Successful Completion of Hot Start-Up Testing and Transition to Full Operations of the MOX Fuel Fabrication Facility in Accordance with the Functional and Operability Testing Plan, the Contractor shall be responsible for all further costs necessary to perform the Statement of Work under Option 2, with the exception of the Government-furnished property and services provided to the Contractor under this contract and certain reimbursable costs subject to conditions specified as follows: (1) direct costs incurred as part of the MOX Fuel Fabrication Facility license as a result of NRC oversight, including IAEA support, but excluding any applicable overhead, fringe, and G&A costs; (2) any MOX Fuel Fabrication Facility capital improvement costs incurred as a result of NRC regulatory changes that are directly related to the use of MOX fuel; and (3) any mission reactor capital improvement costs incurred as a result of NRC regulatory changes that are directly related to the use of MOX fuel.

With respect to any unallowable direct and indirect costs under this clause, and notwithstanding any other provisions of this contract, the Contractor shall absorb, without reimbursement from the Government, all such direct and indirect costs (overhead, fringe, G&A etc.) and said absorbed costs shall not be otherwise charged to any Government contract.

H.12 PAYMENT AFTER TRANSITION TO FULL OPERATIONS OF THE MOX FUEL FABRICATION FACILITY

A payment shall be made either by the Contractor to the Government or by the Government to the Contractor, as described below, no later than 90 days following each annual anniversary date of DOE acceptance of the Contractor's Certification of Successful Completion of Hot Start-Up Testing and Transition to Full Operations in Accordance with the Functional and Operability Testing Plan. The final payment shall be made on the first anniversary date following the year in which the last MOX fuel assembly is fabricated. A payment to the Government by the Contractor shall be made in accordance with subparagraph (a) below, if the "LEU Fuel Cost Offset" minus the "MOX Fuel Fabrication Cost, excluding reimbursed costs specified in Clause H.11" results in a positive number. However, if the "LEU Fuel Cost Offset" minus the "MOX Fuel Fabrication Cost, excluding reimbursed costs specified in Clause H.11" results in a negative number, the Government shall make a payment to the Contractor in accordance with subparagraph (b) below.

- (a) $\text{Payment} = [F = \text{_____}] \times [\text{LEU Fuel Cost Offset} - \text{MOX Fuel Fabrication Cost, excluding reimbursed costs specified in Clause H.11}]$

Where:

“F” is the fraction of the savings derived from the use of MOX fuel that is offered by the Contractor as compensation to DOE.

The “LEU Fuel Cost Offset” is the sum of the values of LEU fuel assemblies that are displaced by using MOX fuel where the value of the LEU fuel assemblies is determined as follows:

- (i) If LEU fuel assemblies are procured for loading in concert with loading of MOX fuel, a market-based value shall be determined as follows: LEU Fuel Cost Offset is the sum of the values of displaced LEU assemblies, based on their design energy contents. For computational purposes, the value per assembly is determined to be the cost of LEU fuel assemblies procured for the same reactor at the same time multiplied by the ratio of the design energy content of the MOX fuel to design energy content of the LEU fuel. (The energy content factor reflects that LEU and MOX fuel design burnups in megawatt days per metric tonne may differ).
- (ii) If no LEU fuel is to be included in the planned reload with MOX fuel, the cost for LEU fuel is ____*____.

The “MOX Fuel Fabrication Cost” is defined as all costs incurred by the Contractor which would otherwise be allowable under FAR Part 31.2 and DEAR 931.2, in operating the MOX Fuel Fabrication Facility during the previous 12 month period.

- (b) Should the formula, $[\text{LEU Fuel Cost Offset} - \text{MOX Fuel Fabrication Cost, excluding reimbursed costs specified in Clause H.11}]$, yield a negative (less than zero) amount, the Government will pay the Contractor the difference between zero and the negative amount; however, in no case shall the payment made by the Government to the Contractor exceed \$10 million.

* To Be Determined During Negotiations for Option 2.

H.13 FUEL FABRICATOR TO PERFORM FUEL FABRICATION SERVICES

The Contractor expressly warrants that _____ (1) shall be the proposed NRC licensee for the MOX Fuel Fabrication Facility, and (2) subject to receipt of NRC licensing, shall provide fuel fabrication services required in the Statement of Work.

If necessary, the Contractor may propose a replacement Fuel Fabricator acceptable to the Contracting Officer and subject to NRC approval. All costs associated with the replacement Fuel Fabricator are unallowable under the contract. The Contracting Officer will require at least a one year advance notice of the Contractor's intention prior to the proposed replacement. The incumbent Fuel Fabricator can not be replaced during hot start-up or transition to full operations during Option 2.

In order to assist the Contracting Officer in determining the acceptability of the proposed replacement Fuel Fabricator, the Contractor shall provide: (1) a justification fully explaining why the proposed replacement is necessary; (2) a schedule for obtaining the required NRC license transfer approvals, if required for the proposed replacement to operate the MOX Fuel Fabrication Facility; (3) a detailed plan for transition from the incumbent Fuel Fabricator to the proposed replacement Fuel Fabricator including, at a minimum: an explanation of how all administrative, operational, safeguards and security, and safety functions will be specifically transitioned; an assessment of the impacts of the change on the MOX fuel fabrication; a schedule for the transition; and an explanation of how the Contractor will ensure that the replacement does not jeopardize the mission schedule. The Contractor shall also provide adequate information to permit an assessment of the past experience and performance of the proposed Fuel Fabricator relative to the remaining portions of the Statement of Work for the MOX fuel fabrication services. The Contracting Officer's approval of a replacement Fuel Fabricator is required. The Contracting Officer will require 60 days to review the information provided. Should the information provided by the Contractor be insufficient for the Contracting Officer to make a decision, the 60 day period may be extended, at the Contracting Officer's discretion, until the Contractor has provided adequate information and the Contracting Officer has reasonable time to evaluate such information.

Until a replacement Fuel Fabricator is approved by the Contracting Officer and the contract modified as necessary, the incumbent Fuel Fabricator shall continue to perform fuel fabrication services. Failure of the Contractor to provide an approved Fuel Fabricator shall be considered a breach of this contract.

H.14 MISSION REACTORS TO PERFORM IRRADIATION SERVICES

The Contractor expressly warrants that _____

shall, subject to regulatory approval, provide irradiation services required in the Statement of Work utilizing the following NRC licensed commercial light water reactors operating in the United States: _____

The Contractor may only propose to replace a mission reactor if: (1) the reactor has been shutdown for economic reasons; or (2) the NRC or the utility company has required the reactor to be shutdown for safety reasons and, in either case, the shutdown will preclude accomplishment of the plutonium disposition mission schedule. Costs associated with the replacement of such mission reactors will be reimbursable in accordance with clause H.3, Cost Principles For Commercial Organizations .

Should a mission reactor need to be replaced for the reasons stated above, the Contractor shall propose a replacement mission reactor to the Contracting Officer. The proposal shall include: (1) a full explanation of why the replacement is necessary; (2) a schedule for obtaining the NRC license amendments, Public Utility Commission approvals, and any necessary Federal, state or local permits necessary to allow MOX operations to proceed in the proposed mission reactor; (3) a schedule for all modifications to the proposed mission reactor and site facilities to meet the technical requirements of the Statement of Work; (4) the proposed mission reactor's safety and enforcement records over the past five years, including the number and type of NRC violations (fines and penalties); (5) whether the proposed mission reactor has been placed on the NRC watch list or has been shut down or derated by the NRC; (6) the proposed mission reactor's occupational safety and health violations (injuries and loss of work days) over the past five years; (7) the proposed mission reactor's compliance with all other environmental laws and regulations, including all Notices of Violations, over the past five years; (8) the proposed mission reactor's relationships with interested parties (i.e. the general public, Public Utility Commission, other regulatory agencies, and public interest groups), including their ability to successfully address and resolve concerns raised by such parties; (9) the proposed mission reactor's capacity performance over the past five years; (10) the proposed mission reactor's operational performance as indicated in the SALP and in a summary of INPO evaluations; and (11) information demonstrating the proposed mission reactor's financial viability.

The Contracting Officer must approve the Contractor's proposed replacement mission reactor, and the contract appropriately modified, before the Contractor may utilize the replacement mission reactor. Failure of the Contractor to provide an approved mission

reactor sufficient to accomplish the plutonium disposition mission schedule shall be considered a breach of this contract.

H.15 DEACTIVATION

- (a) DOE shall pay the Contractor \$10 million on a fixed price basis (in 1998 dollars adjusted annually by the DOE Departmental Price Change Index for Defense Programs and General Construction) for completion of the work specified in the MOX Fuel Fabrication Facility Deactivation Plan and the NRC license. Payment shall be made based on milestones negotiated by the parties. Should the actual cost of completing the work exceed this amount, the Contractor shall be responsible for paying the additional cost. This \$10 million payment represents DOE's total liability for the deactivation of the MOX Fuel Fabrication Facility.
- (b) DOE shall have no liability whatsoever for the decontamination and decommissioning of the reactors used by the Contractor for the irradiation of test/demonstration fuel assemblies and pins, and the mission reactors used for the irradiation of MOX fuel and the associated reactor facilities.

H.16 AVOIDANCE OF DUPLICATION OF EFFORT

The Contractor shall use its best efforts to utilize existing information, as well as data, plans, and calculations developed in support of NRC licensing for both the MOX Fuel Fabrication Facility and irradiation services to fulfill the deliverables required in the Statement of Work.

H.17 RESPONSIBILITY OF THE CONTRACTOR FOR ERRORS OR DEFICIENCIES

- (a) The Contractor shall be responsible for ensuring the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished under this contract.
- (b) The Contractor shall be responsible for ensuring the correction or revision of any errors or deficiencies in the designs, drawings and other services furnished under this contract, and making any necessary replacements. Except as provided in paragraph (c) below, the allowability of the cost of any such correction, revision or replacement shall be determined as provided in the clause of this contract entitled "Allowable Costs and Payment (Alternate II)," but no additional fee shall be payable with respect thereto. If the Contractor fails to proceed with reasonable promptness to perform such correction, revision, or replacement, the Government may take one or more of the following actions: (1) by contract or otherwise perform such correction, revision or replacement and charge to the Contractor any

increased cost occasioned the Government thereby, or (2) reduce any fixed fee payable under the contract (or require repayment of any fixed fee theretofore paid) in such amount as may be equitable under the circumstances, or (3) terminate this contract for default. Failure to agree to the amount of any such increased cost to be charged to the Contractor or to such reduction in, or repayment of, the fixed fee, shall be deemed to be a dispute within the meaning of the clause of this contract entitled "Disputes."

- (c) Notwithstanding the provisions of paragraph (b) above, the Government may, at any time, require the Contractor to remedy by correction, revision or replacement, without cost to the Government, any errors or deficiencies in the designs, drawings and other services furnished under this contract if such errors or deficiencies are due to fraud, lack of good faith, or willful misconduct on the part of any of the Contractor's directors or officers, or on the part of any of the Contractor's managers, superintendents, or other equivalent representatives, who have supervision or direction of (1) all or substantially all of the Contractor's business, or (2) all or substantially all of the Contractor's operations location where this contract is being performed.
- (d) Notwithstanding the provisions of paragraph (b) above, neither the Government's review, approval or acceptance of, nor payment for, any of the services required under this contract shall be construed to operate as a waiver of any rights under this contract or any cause of action arising out of the performance of this contract, and the Contractor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Contractor's negligent performance of any of the services furnished under this contract.

H.18 STANDARD INSURANCE REQUIREMENTS

In accordance with the clause entitled "Insurance-Liability to Third Persons," the following kinds and minimum amounts of insurance are required to be maintained by the Contractor during the performance of this contract:

- (a) Workers' Compensation and Employer's Liability Insurance . Employer's liability insurance in the amount of \$500,000.00
- (b) General Liability Insurance . Bodily injury liability coverage written on the comprehensive form of policy of at least \$1,000,000.00 per occurrence.
- (c) Automobile Liability Insurance . Coverage shall be on the comprehensive form of policy. It shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage

of at least \$500,000.00 per person and \$1,000,000.00 per occurrence for bodily injury and \$500,000.00 per occurrence for property damage.

- (d) The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.
- (e) All insurance policies carried by the Contractor shall include the Government and, where appropriate, the Management and Operating Contractor of the DOE Host Site, as named insureds.

H.19 INCORPORATION OF REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS/OFFERORS

The Representations, Certifications, and Other Statements of Bidders/ Offerors, completed by the Contractor, dated _____*, are hereby incorporated by reference and made a part of this contract.

H.20 REACTOR OPERATING LICENSE EXTENSION

The Government shall not be liable for any costs associated with the extension of any operating license for any commercial light water reactor used for irradiation services under this contract.

H.21 WORK AUTHORIZED PRIOR TO RECORD OF DECISION

Until such time as the Record of Decision for the Surplus Plutonium Disposition Environmental Impact Statement is issued by DOE, the Contractor shall be limited to performing the following activities of the Statement of Work, as authorized by the Contracting Officer, subject to the limitations of Section B.2 "Estimated Cost, Fixed Fee, Obligation of Funds and Financial Limitations" of this contract.

- a. MOX Fuel Fabrication Facility:
 - SOW Paragraph II.A.1.b.(1) "Initial Conceptual Design".
 - SOW Paragraph II.A.2. "MOX Fuel Fabrication Facility Long Lead Time Procurement Plan".

* To Be Determined

- SOW Paragraph II.A.4. “Regulatory Management” excluding all site specific activities.
 - SOW Paragraph II.A.5. “Facility Quality Assurance Plan”.
 - SOW Paragraph II.A.6. “Constructability Review” excluding all site specific activities.
 - SOW Paragraph II.A.8. “Deactivation Plan” excluding all site specific activities.
 - SOW Paragraph II.A.9. “MOX Fuel Safeguards Plan” excluding all site specific activities.
 - SOW Paragraph II.A.10. “MOX Fuel Security Plan” excluding all site specific activities.
- b. Fuel Qualification:
- SOW Paragraph II.B.2. “Fuel Qualification Plan” excluding all DOE-site specific activities.
 - SOW Paragraph II.B.3. “Recommendation for a DOE Host Site for Fabrication of MOX Test/Demonstration Fuel.”
 - SOW Paragraph II.B.6. “Fuel Qualification Long Lead Procurement Plan.”
 - SOW Paragraph II.B.7. “Fresh MOX Fuel Assembly and Pins Shipping Package.”
- c. Irradiation Services:
- All Elements of SOW Paragraph II.C. “Irradiation Services” excluding SOW paragraph II.C.6. “Test/Demonstration Fuel Irradiation.”
- d. Project Management and Administration:
- SOW Paragraph II.D.1. “Project Planning, Control and Reporting.”
 - SOW Paragraph II.D.2. “Outreach Programs” excluding all site specific activities.

- SOW Paragraph II.D.3. “SNM Transportation” excluding all site specific activities as they relate to the location of the MOX Fuel Fabrication Facility and the location of Fuel Qualification activities.

H.22 NON-INTERFERENCE WITH NRC LICENSING REQUIREMENTS

DOE shall not interfere with the responsibility of the Licensee to operate the MOX Fuel Fabrication Facility in accordance with its NRC license or the operations of any NRC licensed commercial light water reactors.

H.23 VALUE ENGINEERING

The Value Engineering clause at FAR 52.248-1, “Value Engineering (MAR 1989)”, shall apply to those elements of the Statement of Work that apply to the provision of supplies or services; the Value Engineering clause at FAR 52.248-2 “Value Engineering -- Architect-Engineer (MAR 1990)” shall apply to those elements of the Statement of Work that apply to the provision of design services for the MOX Fuel Fabrication Facility; and the Value Engineering clause at FAR 52.248-3, “Value Engineering -- Construction (MAR 1989)” shall apply to those elements of the Statement of Work that apply to construction services. The Contractor shall flow down the respective Value Engineering clauses to those subcontractors which are performing the respective elements of the Statement of Work.

H.24 RIGHT TO LEASE

DOE reserves the right to lease to the Contractor the real property associated with the MOX Fuel Fabrication Facility (including the land and improvements thereon) at the DOE Host Site for \$1.00 per year. If DOE, in its sole discretion chooses to lease the MOX Fuel Fabrication Facility, DOE will negotiate a lease with the Contractor that will be consistent with the terms and conditions of this contract as well as any additional terms and conditions required by statute or regulation.

PART II

SECTION I

GENERAL CONTRACT CLAUSES

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PART II

SECTION I

GENERAL CONTRACT CLAUSESFAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a FAR clause may be accessed electronically at this/these addresses:

FAR clauses: <http://www.gsa.gov/far>

DEAR clauses: <http://www.pr.doe.gov/dear.html>.

I.1 BASE CONTRACT GENERAL CONTRACT CLAUSES

1. DEAR 952.202-1 Definitions (OCT 1995)
2. FAR 52.203-3 Gratuities (APR 1984)
3. FAR 52.203-5 Covenant Against Contingent Fees (APR 1984)
4. FAR 52.203-6 Restrictions on Subcontractor Sales to the Government (JUL 1995)
5. FAR 52.203-7 Anti-Kickback Procedures (JUL 1995)
6. FAR 52.203-8 Cancellation, Rescission, and Recovered Funds for Illegal or Improper Activity (JAN 1997)
7. FAR 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
8. FAR 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (JUN 1997)
9. DEAR 970.5204-1 Counterintelligence (SEP 1997)
10. DEAR 970.5204-58 Workplace Substance Abuse Programs at DOE Sites (AUG 1992)
11. DEAR 952.204-2 Security (SEP 1997)
12. FAR 52.204-4 Printing/Copying Double-Sided on Recycled Paper (JUN 1996)

13. DEAR 952.204-70 Classification/Declassification (SEP 1997)
14. DEAR 952.204-74 Foreign Ownership, Control, or Influence Over Contractor (APR 1984)
15. DEAR 952.208-70 Printing (APR 1984)
16. FAR 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JUL 1995)
17. DEAR 952.209-72 Organizational Conflicts of Interest (JUN 1997) - Alternate I (JUN 1997)
18. FAR 52.211-5 Material Requirements (OCT 1997)
19. DEAR 952.211-71 Priorities and Allocations (Atomic Energy) (JUN 1996)
20. FAR 52.215-2 Audit and Records-Negotiation (AUG 1996)
21. FAR 52.215-8 Order of Precedence-Uniform Contract Format (OCT 1997)
22. FAR 52.215-9 Changes or Additions to Make-or-Buy Program (OCT 1997)
23. FAR 52.215-10 Price Reduction for Defective Cost or Pricing Data (OCT 1997)
24. FAR 52.215-12 Subcontractor Cost or Pricing Data (OCT 1997)
25. FAR 52.215-15 Termination of Defined Benefit Pension Plans (OCT 1997)
26. FAR 52.215-17 Waiver of Facilities Capital Cost of Money (OCT 1997)
27. FAR 52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (OCT 1997)
28. FAR 52.215-19 Notification of Ownership Changes (OCT 1997)
29. FAR 52.215-20 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (OCT 1997)
30. FAR 52.215-21 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications (OCT 1997)

31. DEAR 952.216-7 Allowable Cost and Payment (APR 1998) Alternate II (APR 1998)
32. FAR 52.216-8 Fixed Fee (MAR 1997)
33. FAR 52.219-8 Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns (JUN 1997)
34. FAR 52.219-9 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (AUG 1996) Alternate II (MAR 1996)
35. FAR 52.219-16 Liquidated Damages-Subcontracting Plan (OCT 1995)
36. FAR 52.222-1 Notice to the Government of Labor Disputes (FEB 1997)
37. FAR 52.222-2 Payment for Overtime Premiums (JUL 1990)
In paragraph (a), the word "None" is inserted.
38. FAR 52.222-3 Convict Labor (AUG 1996)
39. FAR 52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation (JUL 1995)
40. FAR 52.222-26 Equal Opportunity (APR 1984)
41. FAR 52.222-28 Equal Opportunity Preaward Clearance of Subcontracts (APR 1984)
42. FAR 52.222-35 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (APR 1998, Deviation, A.L. 95-05 6/16/95)
43. FAR 52.222-36 Affirmative Action for Handicapped Workers (APR 1984)
44. FAR 52.222-37 Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (APR 1998)
45. DEAR 970.5204-59 Whistleblower Protection for Contractor Employees (JAN 1993)
At the end of paragraph (a), add the following phrase: "with respect to work performed on-site at a DOE-owned or -leased facility, as provided at 10 CFR Part 708".
46. FAR 52.223-2 Clean Air and Water (APR 1984)

47. FAR 52.223-3 Hazardous Material Identification and Material Safety Data (JAN 1997)
Reference paragraph (b). Identify any hazardous material, including any applicable identification number, such as National Stock Number or Special Item Number below:

“Material (If none, insert ‘None’)	Identification No.
_____	_____
_____	_____
_____	_____”

48. FAR 52.223-5 Pollution Prevention and Right-To-Know Information (APR 1998)
49. FAR 52.223-6 Drug-Free Workplace (JAN 1997)
50. FAR 52.223-10 Waste Reduction Program (OCT 1997)
51. FAR 52.223-14 Toxic Chemical Release Reporting (OCT 1996)
52. DEAR 952.223-72 Radiation Protection and Nuclear Criticality (APR 1984)
53. DEAR 952.223-75 Preservation of Individual Occupational Radiation Exposure Records (APR 1984)
54. FAR 52.224-1 Privacy Act Notification (APR 1984)
55. FAR 52.224-2 Privacy Act (APR 1984)
56. DEAR 952.224-70 Paperwork Reduction Act (APR 1994)
57. FAR 52.225-3 Buy American Act - Supplies (JAN 1994)
58. FAR 52.225-10 Duty-Free Entry (APR 1984)
59. FAR 52.225-11 Restrictions on Certain Foreign Purchases (OCT 1996)
60. FAR 52.225-14 Inconsistency Between English Version and Translation of Contract (AUG 1989)
61. FAR 52.225-19 European Union Sanction for Services (JAN 1996)

62. DEAR 952.226-74 Displaced Employee Hiring Preference (JUN 1997)
63. FAR 52.227-1 Authorization and Consent (JUL 1995)
64. FAR 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996)
65. DEAR 952.227-9 Refund of Royalties (FEB 1995)
66. FAR 52.227-23 Rights to Proposal Data (Technical) (JUN 1987)
Identify the relevant proposal pages, if any, and the date of the proposal below:

“... pages _____, ... (If none, insert ‘None’.)
....proposal dated _____,”
67. DEAR 970.5204-72 Patent Rights - Profit-Making Management and Operating Contracts (FEB 1995)
68. DEAR 970.5204-82 Rights in Data - Facilities (MAR 1998)
69. FAR 52.228-7 Insurance-Liability to Third Persons (MAR 1996)
70. FAR 52.230-2 Cost Accounting Standards (APR 1998)
71. FAR 52.230-6 Administration of Cost Accounting Standards (APR 1996)
72. FAR 52.232-17 Interest (JUN 1996)
73. FAR 52.232-20 Limitation of Cost (APR 1984)
74. FAR 52.232-22 Limitation of Funds (APR 1984)
75. FAR 52.232-23 Assignment of Claims (JAN 1986)
76. FAR 52.232-25 Prompt Payment (JUN 1997)
77. FAR 52.232-33 Mandatory Information for Electronic Funds Transfer Payment (AUG 1996)
78. FAR 52.233-1 Disputes (OCT 1995) Alternate I (DEC 1991)
79. FAR 52.233-3 Protest After Award (AUG 1996) Alternate I (JUN 1985)
80. DEAR 952.235-70 Key Personnel (APR 1994)

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| 81. | FAR 52.237-2 | Protection of Government Buildings, Equipment, and Vegetation (APR 1984) |
| 82. | FAR 52.237-3 | Continuity of Services (JAN 1991) |
| 83. | FAR 52.242-1 | Notice of Intent to Disallow Costs (APR 1984) |
| 84. | FAR 52.242-3 | Penalties for Unallowable Costs (OCT 1995) |
| 85. | FAR 52.242-4 | Certification of Final Indirect Costs (JAN 1997) |
| 86. | FAR 52.242-13 | Bankruptcy (JUL 1995) |
| 87. | FAR 52.243-2 | Changes (Cost-Reimbursement) (AUG 1987) Alternate II (APR 1984) |
| 88. | FAR 52.243-7 | Notification of Changes (APR 1984) |
| 89. | FAR 52.244-2 | Subcontracts (Cost-Reimbursement and Letter Contracts) (OCT 1997) |
| 90. | FAR 52.244-5 | Competition in Subcontracting (DEC 1996) |
| 91. | FAR 52.244-6 | Subcontracts for Commercial Items and Commercial Components (OCT 1995) |
| 92. | DEAR 952.245-5 | Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) (JAN 1986) |
| 93. | FAR 52.246-25 | Limitation of Liability-Services (FEB 1997) |
| 94. | FAR 52.247-63 | Preference for U.S.-Flag Air Carriers (JAN 1997) |
| 95. | FAR 52.247-64 | Preference for Privately Owned U.S.-Flag Commercial Vessels (JUN 1997) |
| 96. | DEAR 952.247-70 | Foreign Travel (FEB 1997) |
| 97. | FAR 52.248-1 | Value Engineering (MAR 1989) |
| 98. | FAR 52.248-2 | Value Engineering--Architect-Engineer (MAR 1990) |
| 99. | FAR 52.249-6 | Termination (Cost-Reimbursement) (SEP 1996) |

- 100. FAR 52.249-14 Excusable Delays (APR 1984)
- 101. DEAR 952.250-70 Nuclear Hazards Indemnity Agreement (JUN 1996)
- 102. FAR 52.251-1 Government Supply Sources (APR 1984)
- 103. DEAR 952.251-70 Contractor Employee Travel Discounts (JUN 1995)
- 104. FAR 52.252-5 Authorized Deviations in Clauses (APR 1984)
- 105. FAR 52.253-1 Computer Generated Forms (JAN 1991)
- 106. DEAR 970.5204-79 Access to and Ownership of Records (JUN 1997)

I.2 OPTION 1 GENERAL CONTRACT CLAUSES

1. DEAR 952.202-1 Definitions (OCT 1995)
2. FAR 52.203-3 Gratuities (APR 1984)
3. FAR 52.203-5 Covenant Against Contingent Fees (APR 1984)
4. FAR 52.203-6 Restrictions on Subcontractor Sales to the Government (JUL 1995)
5. FAR 52.203-7 Anti-Kickback Procedures (JUL 1995)
6. FAR 52.203-8 Cancellation, Rescission, and Recovered Funds for Illegal or Improper Activity (JAN 1997)
7. FAR 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
8. FAR 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (JUN 1997)
9. DEAR 970.5204-1 Counterintelligence (SEP 1997)
10. DEAR 970.5204-58 Workplace Substance Abuse Programs at DOE Sites (AUG 1992)
11. DEAR 952.204-2 Security (SEP 1997)
12. FAR 52.204-4 Printing/Copying Double-Sided on Recycled Paper (JUN 1996)
13. DEAR 952.204-70 Classification/Declassification (SEP 1997)
14. DEAR 952.204-74 Foreign Ownership, Control, or Influence Over Contractor (APR 1984)
15. DEAR 952.208-70 Printing (APR 1984)
16. FAR 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JUL 1995)
17. DEAR 952.209-72 Organizational Conflicts of Interest (JUN 1997) - Alternate I (JUN 1997)
18. FAR 52.211-5 Material Requirements (OCT 1997)

19. DEAR 952.211-71 Priorities and Allocations (Atomic Energy) (JUN 1996)
20. FAR 52.215-2 Audit and Records-Negotiation (AUG 1996) Alternate I (JAN 1996)
21. FAR 52.215-8 Order of Precedence-Uniform Contract Format (OCT 1997)
22. FAR 52.215-9 Changes or Additions to Make-or-Buy Program (OCT 1997) Alternate II (OCT 1997)
23. FAR 52.215-10 Price Reduction for Defective Cost or Pricing Data (OCT 1997)
24. FAR 52.215-12 Subcontractor Cost or Pricing Data (OCT 1997)
25. FAR 52.215-15 Termination of Defined Benefit Pension Plans (OCT 1997)
26. FAR 52.215-17 Waiver of Facilities Capital Cost of Money (OCT 1997)
27. FAR 52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (OCT 1997)
28. FAR 52.215-19 Notification of Ownership Changes (OCT 1997)
29. FAR 52.215-20 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (OCT 1997)
30. FAR 52.215-21 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications (OCT 1997)
31. DEAR 952.216-7 Allowable Cost and Payment (APR 1998) Alternate II (FEB 1998)
32. FAR 52.219-8 Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns (JUN 1997)
33. FAR 52.219-9 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (AUG 1996)
34. FAR 52.219-16 Liquidated Damages-Subcontracting Plan (OCT 1995)
35. FAR 52.222-1 Notice to the Government of Labor Disputes (FEB 1997)
36. FAR 52.222-2 Payment for Overtime Premiums (JUL 1990)
In paragraph (a) the word "None" is inserted.

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| 37. | FAR 52.222-3 | Convict Labor (AUG 1996) |
| 38. | FAR 52.222-4 | Contract Work Hours and Safety Standards Act - Overtime Compensation (JUL 1995) |
| 39. | FAR 52.222-6 | Davis-Bacon Act (FEB 1995) |
| 40. | FAR 52.222-7 | Withholdin g of Funds (FEB 1988) |
| 41. | FAR 52.222-8 | Payrolls and Basic Records (FEB 1988) |
| 42. | FAR 52.222-9 | Apprentices and Trainees (FEB 1988) |
| 43. | FAR 52.222-10 | Compliance with Copeland Act Requirements (FEB 1988) |
| 44. | FAR 52.222-11 | Subcontracts (Labor Standards) (FEB 1988) |
| 45. | FAR 52.222.12 | Contract Termination-Debarment (FEB 1988) |
| 46. | FAR 52.222-13 | Compliance with Davis-Bacon and Related Act Regulations (FEB 1988) |
| 47. | FAR 52.222-14 | Disputes Concerning Labor Standards (FEB 1988) |
| 48. | FAR 52.222-15 | Certification of Eligibility (FEB 1988) |
| 49. | FAR 52.222-17 | Labor Standards for Construction Work-Facilities Contracts (FEB 1988) |
| 50. | FAR 52.222-26 | Equal Opportunity (APR 1984) |
| 51. | FAR 52.222-27 | Affirmative Action Compliance Requirements for Construction (APR 1984) |
| 52. | FAR 52.222-28 | Equal Opportunity Preaward Clearance of Subcontracts (APR 1984) |
| 53. | FAR 52.222-35 | Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (APR 1998, Deviation, A.L. 95-05 6/16/95) |
| 54. | FAR 52.222-36 | Affirmative Action for Handicapped Workers (APR 1984) |
| 55. | FAR 52.222-37 | Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (APR 1998) |

56. DEAR 970.5204-59 Whistleblower Protection for Contractor Employees (JAN 1993)
In paragraph (a), add the following phrase: “with respect to work performed on-site at a DOE-owned or -leased facility, as provided at 10 CFR Part 708”.

57. FAR 52.223-2 Clean Air and Water (APR 1984)

58. FAR 52.223-3 Hazardous Material Identification and Material Safety Data (JAN 1997)
Reference paragraph (b). Identify any hazardous material, including any applicable identification number, such as National Stock Number or Special Item Number below:

“Material (If none, insert ‘None’)	Identification No.
_____	_____
_____	_____
_____	_____”

59. FAR 52.223-5 Pollution Prevention and Right-To-Know Information (APR 1998)

60. FAR 52.223-6 Drug-Free Workplace (JAN 1997)

61. FAR 52.223-10 Waste Reduction Program (OCT 1997)

62. FAR 52.223-14 Toxic Chemical Release Reporting (OCT 1996)

63. DEAR 952.223-72 Radiation Protection and Nuclear Criticality (APR 1984)

64. DEAR 952.223-75 Preservation of Individual Occupational Radiation Exposure Records (APR 1984)

65. FAR 52.224-1 Privacy Act Notification (APR 1984)

66. FAR 52.224-2 Privacy Act (APR 1984)

67. DEAR 952.224-70 Paperwork Reduction Act (APR 1994)

68. FAR 52.225-3 Buy American Act - Supplies (JAN 1994)

69. FAR 52.225-10 Duty-Free Entry (APR 1984)

70. FAR 52.225-11 Restrictions on Certain Foreign Purchases (OCT 1996)
71. FAR 52.225-14 Inconsistency Between English Version and Translation of Contract (AUG 1989)
72. FAR 52.225-15 Buy American Act--Construction Materials Under Trade Agreements Act and North American Free Trade Agreement (JUN 1997)
In paragraph (b), insert the word “None”.
In paragraph (d), if the Contractor requests authorization to use foreign construction material, the Contractor shall include the unit of measure, quantity and price for price comparison purposes as follows:

“FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON			
<u>Construction Material Description</u>	<u>Unit of Measure</u>	<u>Quantity</u>	<u>Price (Dollars)*</u>
<i>Item 1:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
<i>Item 2:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

*[*Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]*”

73. FAR 52.225-19 European Union Sanction for Services (JAN 1996)
74. DEAR 952.226-74 Displaced Employee Hiring Preference (JUN 1997)
75. FAR 52.227-1 Authorization and Consent (JUL 1995)
76. FAR 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996)
77. DEAR 952.227-9 Refund of Royalties (FEB 1995)

78. FAR 52.227-23 Rights to Proposal Data (Technical) (JUN 1987)
Identify the relevant proposal pages, if any, and the date of the proposal below:

“... pages _____, ... (If none, insert ‘None’.)
.... proposal dated _____,”
79. DEAR 970.5204-72 Patent Rights - Profit-Making Management and Operating Contracts (FEB 1995)
80. DEAR 970.5204-82 Rights in Data - Facilities (MAR 1998)
81. FAR 52.228-7 Insurance - Liability to Third Persons (MAR 1996)
82. FAR 52.230-2 Cost Accounting Standards (APR 1998)
83. FAR 52.230-6 Administration of Cost Accounting Standards (APR 1996)
84. FAR 52.232-17 Interest (JUN 1996)
85. FAR 52.232-20 Limitation of Cost (APR 1984)
86. FAR 52.232-22 Limitation of Funds (APR 1984)
87. FAR 52.232-23 Assignment of Claims (JAN 1986)
88. FAR 52.232-25 Prompt Payment (JUN 1997)
89. FAR 52.232-33 Mandatory Information for Electronic Funds Transfer Payment (AUG 1996)
90. FAR 52.233-1 Disputes (OCT 1995) Alternate I (DEC 1991)
91. FAR 52.233-3 Protest After Award (AUG 1996) Alternate I (JUN 1985)
92. DEAR 952.235-70 Key Personnel (APR 1994)
93. FAR 52.236-5 Material and Workmanship (APR 1984)
94. FAR 52.236-7 Permits and Responsibilities (NOV 1991)
95. FAR 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984)

- 96. FAR 52.237-3 Continuity of Services (JAN 1991)
- 97. FAR 52.242-1 Notice of Intent to Disallow Costs (APR 1984)
- 98. FAR 52.242-3 Penalties for Unallowable Costs (OCT 1995)
- 99. FAR 52.242-4 Certification of Final Indirect Costs (JAN 1997)
- 100. FAR 52.242-13 Bankruptcy (JUL 1995)
- 101. FAR 52.243-2 Changes (Cost-Reimbursement) (AUG 1987) Alternate II (APR 1984)
- 102. FAR 52.243-7 Notification of Changes (APR 1984)
- 103. FAR 52.244-2 Subcontracts (Cost-Reimbursement and Letter Contracts) (FEB 1997)
- 104. FAR 52.244-5 Competition in Subcontracting (DEC 1996)
- 105. FAR 52.244-6 Subcontracts for Commercial Items and Commercial Components (OCT 1995)
- 106. FAR 52.245-7 Government Property (Consolidated Facilities) (MAR 1996) (Modified)

(a) Definitions. For the purpose of this contract, the following definitions apply:

“Facilities,” as used in this clause, means all property provided under this contract.

“Related contract,” as used in this clause, means a Government contract or subcontract for supplies or services under which the use of the facilities is or may be authorized.

(b) Facilities to be provided. (1) The Contractor, at Government expense and subject to the provisions of this contract, shall acquire, construct, or install the facilities and perform the related work as described in the Schedule.

(2) The Government, subject to the provisions of this contract, shall furnish to the Contractor the facilities identified in the Schedule as Government-furnished facilities. The Contractor, at Government expense, shall perform the work with respect to those facilities as is described in the Schedule.

(3) All shipment s of the facilities shall be made on Government bills of lading, unless otherwise authorized by the Contracting Officer. The required number of such Government bills of lading will be furnished to the Contractor by, and the Contractor shall be accountable therefor to, the transportation activity designated by the Contracting Officer.

(c) Title in the facilities . (1) The Government shall retain title to all Government-furnished property.

(2) Title to all facilities and components shall pass to and v est in the Government upon delivery by the vendor of all such items purchased by the Contractor for which it is entitled to be reimbursed as a direct item of cost under this contract.

(3) Title to replacement parts furnished by the Contractor in carryi ng out its normal maintenance obligations under paragraph (g) shall pass to and vest in the Government upon completion of their installation in the facilities.

(4) Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in the Government upon--

- (i) Issuance of the property for use in performing this contract;
- (ii) Commencement of processing or use of the property in performing this contract; or
- (iii) Reimbursement of the cost of the property by the Government, whichever occurs first.

(5) Title to the facilities shall not be affected by their incorporation into or attachment to any property not owned by the Government, nor shall any item of the facilities become a fixture or lose it identity as personal property by being attached to any real property. The Contractor shall keep the facilities free and clear of all liens and encumbrances and, except as otherwise authorized by this contract or by the Contracting Officer, shall not remove or otherwise part with possession of, or permit the use by others, any of the facilities.

(6) The Contractor may, with the written approval of the Contracting Officer, install, arrange, or rearrange, on Government-furnished premises, readily movable machinery, equipment, and other items belonging to the Contractor. Title to any

such item shall remain in the Contractor even though it may be attached to real property owned by the Government, unless the Contracting Officer determines that it is so permanently attached that removal would cause substantial injury to Government property.

(7) The Contractor shall not construct or install, at its own expense, any fixed improvement or structural alterations in Government buildings, or other real property without advance written approval of the Contracting Officer. Fixed improvement or structural alterations, as used herein, means any alteration or improvement in the nature of the building or other real property; that, after completion, cannot be removed without substantial loss of value or damage to the premises. The term does not include foundations for production equipment.

- (d) Location of the facilities. The Contractor may use the facilities at any of the locations specified in the Schedule and, with the prior written approval of the Contracting Officer, at any other location. In granting this approval, the Contracting Officer may prescribe such terms and conditions as may be deemed necessary for protecting the Government's interest in the facilities involved. Those terms and conditions shall take precedence over any conflicting provisions of this contract.
- (e) Notice of use of the facilities. The Contractor shall notify the Contracting Officer in writing--
 - (1) Whenever use of all facilities for Government work in any quarterly period averages less than 75 percent of the total use of the facilities; or
 - (2) Whenever any item of the facilities is no longer needed or usable for performing existing related contracts that authorize such use.
- (f) Property control. The Contractor shall maintain property control procedures and records and a system of identification of the facilities, in accordance with the provisions of Federal Acquisition Regulation (FAR) Subpart 45.5 in effect on the date of this contract. The provisions of FAR 45.5 are hereby incorporated by reference and made a part of this contract.
- (g) Maintenance. (1) Except as otherwise provided in the Schedule, the Contractor shall perform normal maintenance of the facilities in accordance with sound industrial practice, including protection, preservation, and repair of the facilities and normal parts replacement for equipment.

(2) The Contractor shall keep records of all work done on the facilities and shall give the Government reasonable opportunity to inspect these records. When facilities are disposed of under this contract the Contractor shall deliver the related records to the Government or, if the Contracting Officer directs, to third persons.

(3) The Contractor's obligation under this clause for each item of facilities shall continue until the item is removed, abandoned, or disposed of, until the expiration of the 120-day period stated in subparagraph (m)(4) of this clause; and until the Contractor has discharged its other obligations under this contract with respect to such items.

- (h) Access. The Government and any persons designated by it shall, at all reasonable times, have access to the premises where any of the facilities are located.
- (i) Indemnification of the Government. The Contractor shall indemnify the Government and hold it harmless against claims for injury to persons or damage to property of the Contractor or others arising from the Contractor's possession or use of the facilities, except as specified in the clause at FAR 52.228-7, Insurance--Liability to Third Persons. However, the provisions of the Contractor's related contracts shall govern any assumption of liability by the Government for claims arising under those contracts.
- (j) Late delivery, diversion, and substitution. (1) The Government shall not be liable for breach of contract for any delay in delivery or nondelivery of facilities to be furnished under this contract.
 - (2) The Government has the right, at its expense, to divert the facilities under this contract by directing the Contractor to --
 - (i) Deliver any of the facilities to locations other than those specified in the Schedule; or
 - (ii) Assign purchase orders or subcontracts for any of the facilities to the Government or third parties.
 - (3) The Government may furnish any facilities instead of having the Contractor acquire or construct them. In such event, the Contractor is entitled to reimbursement for the cost related to the acquisition or construction of the facilities, including the cost of terminating purchase orders and subcontracts.

(4) Appropriate equitable adjustment may be made in any related contract that so provides and that is affected by any nondelivery, delay, diversion, or substitution under this paragraph (j).

(k) Representations and warranties. The Government makes no warranty, express, or implied, regarding the condition or fitness for use of any facilities. To the extent practical, the Contractor shall be allowed to inspect all the facilities to be furnished by the Government before their shipment.

(l) Termination of the use of the facilities. The Contracting Officer may at any time, upon written notice, terminate or limit the Contractor's authority to use any of the facilities. Except as otherwise provided in this contract, an equitable adjustment may be made in any related contract of the Contractor that so provides and that is affected by such notice. Termination under this paragraph (l) shall not relieve the Contractor of any of its obligations or liabilities under any related contract or subcontract affected by the termination.

(m) Disposition of the facilities. (1) The provisions of this paragraph (m) shall apply to facilities for which use has been terminated by the Contracting Officer under paragraph (l), except as provided in subparagraph (m)(2).

(2) Unless otherwise directed by the Contracting Officer, this paragraph shall not apply to facilities terminated by the Contractor if --

- (i) The facilities terminated do not comprise all of the facilities in the possession of the Contractor; and
- (ii) The Contracting Officer determines that continued retention of the facilities will not interfere with the Contractor's operations.

(3) Within 60 days after the effective date of any notice of termination given under paragraph (l), or within such longer period as the Contracting Officer may approve in writing, the Contractor shall submit to the Contracting Officer, in a form satisfactory to the Contracting Officer, an accounting for all the facilities covered by the notice.

(4) Within 120 days after the Contractor accounts for any facilities under subparagraph (m)(3), the Contracting Officer shall give written notice to the Contractor as to the disposition of the facilities, except as otherwise provided in subparagraph (m)(6). In its disposition of the facilities, the Government may either--

- (i) Abandon the facilities in place, in which case all obligations of the Government regarding such abandoned facilities and the restoration or rehabilitation of the premises in and on which they are located shall immediately cease; or
- (ii) Require the Contractor to comply, at Government expense, with such directions as the Contracting Officer may give with respect to--

(A) The preparation, protection, removal, or shipment of the affected facilities;

(B) The retention storage of the affected facilities; provided, that the Contracting Officer shall not direct the Contractor to retain or store any items of facilities in or on real property not owned by the Government if such retention or storage will interfere with the Contractor's operations;

(C) The restoration of Government-owned property incident to the removal of the facilities from such property; and

(D) The sale of any affected facilities in such manner, at such times, and at such price as may be approved by the Government, except that the Contractor shall not be required to extend credit to any purchaser.

(5) If the Contracting Officer fails to give the written notice required by subparagraph (m)(4) within the prescribed 120-day period, the Contractor may, upon not less than 30 days' written notice to the Government and at Government risk and expense, (i) retain the facilities in place or (ii) remove any of the affected severable facilities located in Contractor-owned property and store them at the Contractor's plant or in a public insured warehouse, in accordance with the sound practice and in a manner compatible with their security classification. Except as provided in this subparagraph, the Government shall not be liable to the Contractor for failure to give the written notice required by subparagraph (m)(4).

(6) Nonseverable items of the facilities or items of the facilities subject to patent or proprietary rights shall be disposed of in such manner as the parties may have agreed to in writing.

(7) The Government, either directly or by third persons engaged by it, may remove or otherwise dispose of any facilities for which the Contractor's authority to use has been terminated, other than those for which specific provision is made in subparagraph (m)(6).

(8) The Contractor shall, within a reasonable time after the expiration of the 120-day period specified in subparagraph (m)(4), remove all of its property from the Government property and take such action as the Contracting Officer may direct in writing with respect to restoring that Government property (to the extent that it is affected by the installation of the Contractor's property) to its condition before such installation.

(9) Unless otherwise specifically provided in this contract, the Government shall not be obligated to the Contractor to restore or rehabilitate any property at the Contractor's plant, except for restoration or rehabilitation costs caused by removal of the facilities under subdivision (m)(4)(ii). The Contractor agrees to indemnify the Government against all suits or claims for damages arising out of the Government's failure to restore or rehabilitate any property at the Contractor's plant or property of its subcontractors, except any damage as may be caused by the negligence of the Government, its agents, or independent contractors.

(n) Protection of government property-management of high-risk property and classified materials. (1) The contractor shall take all reasonable precautions, and such other actions as may be directed by the Contracting Officer, or in the absence of such direction, in accordance with sound business practice, to safeguard and protect government property in the contractor's possession or custody.

(2) In addition, the contractor shall ensure that adequate safeguards are in place, and adhered to, for the handling, control and disposition of high-risk property and classified materials throughout the life cycle of the property and materials consistent with the policies, practices and procedures for property management contained in the Federal Property Management regulations (41 CFR chapter 101), the Department of Energy Property Management regulations (41 CFR chapter 109), and other applicable regulations.

(3) High-risk property is property, the loss, destruction, damage to, or the unintended or premature transfer of which could pose risks to the public, the environment, or the national security interests of the United States. High-risk

property includes proliferation sensitive, nuclear related dual use, export controlled, chemically or radioactively contaminated, hazardous, and specially designed and prepared property, including property on the militarily critical technologies list.

- 108. FAR 52.245-8 Liability for the Facilities (JAN 1997)
- 109. FAR 52.246-25 Limitation of Liability-Services (FEB 1997)
- 110. FAR 52.247-63 Preference for U.S.-Flag Air Carriers (JAN 1997)
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- 121. DEAR 970.5204-79 Access to and Ownership of Records (JUN 1997)

I.3 OPTION 2 GENERAL CONTRACT CLAUSES

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2. FAR 52.203-3 Gratuities (APR 1984)
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19. DEAR 952.211-71 Priorities and Allocations (Atomic Energy) (JUN 1996)
20. FAR 52.215-2 Audit and Records-Negotiation (AUG 1996) Alternate I (JAN 1997)
21. FAR 52.215-8 Order of Precedence-Uniform Contract Format (OCT 1997)
22. FAR 52.215-9 Changes or Additions to Make-or-Buy Program (OCT 1997)
23. FAR 52.215-10 Price Reduction for Defective Cost or Pricing Data (OCT 1997)
24. FAR 52.215-12 Subcontractor Cost or Pricing Data (OCT 1997)
25. FAR 52.215-15 Termination of Defined Benefit Pension Plans (OCT 1997)
26. FAR 52.215-17 Waiver of Facilities Capital Cost of Money (OCT 1997)
27. FAR 52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (OCT 1997)
28. FAR 52.215-19 Notification of Ownership Changes (OCT 1997)
29. FAR 52.215-20 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (OCT 1997)
30. FAR 52.215-21 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications (OCT 1997)
31. DEAR 952.216-7 Allowable Cost and Payment (APR 1998) Alternate II (FEB 1998)
32. FAR 52.216-8 Fixed Fee (MAR 1997)
33. FAR 52.219-8 Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns (JUN 1997)
34. FAR 52.219-9 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (AUG 1996)
35. FAR 52.219-16 Liquidated Damages-Subcontracting Plan (OCT 1995)
36. FAR 52.222-1 Notice to the Government of Labor Disputes (FEB 1997)
37. FAR 52.222-2 Payment for Overtime Premiums (JUL 1990)
In paragraph (a), the word "None" is inserted.

38. FAR 52.222-3 Convict Labor (AUG 1996)
39. FAR 52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation (JUL 1995)
40. FAR 52.222-17 Labor Standards for Construction Work-Facilities Contracts (FEB 1988)
41. FAR 52.222-26 Equal Opportunity (APR 1984)
42. FAR 52.222-28 Equal Opportunity Preaward Clearance of Subcontracts (APR 1984)
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45. FAR 52.222-37 Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (APR 1998)
46. DEAR 970.5204-59 Whistleblower Protection for Contractor Employees (JAN 1993)
In paragraph (a), add the following phrase: “with respect to work performed on-site at a DOE-owned or -leased facility, as provided at 10 CFR Part 708”.
47. FAR 52.223-2 Clean Air and Water (APR 1984)
48. FAR 52.223-3 Hazardous Material Identification and Material Safety Data (JAN 1997)
Reference paragraph (b). Identify any of hazardous material, including any applicable identification number, such as National Stock Number or Special Item Number below::

“Material
(If none, insert ‘None’)

Identification No.

_____”

49. FAR 52.223-5 Pollution Prevention and Right-To-Know Information (APR 1998)
50. FAR 52.223-6 Drug-Free Workplace (JAN 1997)
51. FAR 52.223-10 Waste Reduction Program (OCT 1997)
52. FAR 52.223-14 Toxic Chemical Release Reporting (OCT 1996)
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62. FAR 52.225-19 European Union Sanction for Services (JAN 1996)
63. DEAR 952.226-74 Displaced Employee Hiring Preference (JUN 1997)
64. FAR 52.227-1 Authorization and Consent (JUL 1995)
65. FAR 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996)
66. DEAR 952.227-9 Refund of Royalties (FEB 1995)
67. FAR 52.227-23 Rights to Proposal Data (Technical) (JUN 1987)
Identify the relevant proposal pages, if any, and the date of the proposal below:

“... pages _____, ... (If none, insert ‘None’.)
.... proposal dated _____,”

- 68. DEAR 970.5204-72 Patent Rights - Profit-Making Management and Operating Contracts (FEB 1995)
- 69. DEAR 970.5204-82 Rights in Data - Facilities (MAR 1998)
- 70. FAR 52.228-7 Insurance-Liability to Third Persons (MAR 1996)
- 71. FAR 52.230-2 Cost Accounting Standards (APR 1998)
- 72. FAR 52.230-6 Administration of Cost Accounting Standards (APR 1 1996)
- 73. FAR 52.232-17 Interest (JUN 1996)
- 74. FAR 52.232-20 Limitation of Cost (APR 1984)
- 75. FAR 52.232-22 Limitation of Funds (APR 1984)
- 76. FAR 52.232-23 Assignment of Claims (JAN 1986)
- 77. FAR 52.232-25 Prompt Payment (JUN 1997)
- 78. FAR 52.232-33 Mandatory Information for Electronic Funds Transfer Payment (AUG 1996)
- 79. FAR 52.233-1 Disputes (OCT 1995) Alternate I (DEC 1991)
- 80. FAR 52.233-3 Protest After Award (AUG 1996) Alternate I (JUN 1985)
- 81. DEAR 952.235-70 Key Personnel (APR 1994)
- 82. FAR 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984)
- 83. FAR 52.237-3 Continuity of Services (JAN 1991)
- 84. FAR 52.242-1 Notice of Intent to Disallow Costs (APR 1984)
- 85. FAR 52.242-3 Penalties for Unallowable Costs (OCT 1995)
- 86. FAR 52.242-4 Certification of Final Indirect Costs (JAN 1997)
- 87. FAR 52.242-13 Bankruptcy (JUL 1995)

- 88. FAR 52.243-2 Changes (Cost-Reimbursement) (AUG 1987) Alternate II (APR 1984)
- 89. FAR 52.243-7 Notification of Changes (APR 1984)
- 90. FAR 52.244-2 Subcontracts (Cost-Reimbursement and Letter Contracts) (FEB 1997)
- 91. FAR 52.244-5 Competition in Subcontracting (DEC 1996)
- 92. FAR 52.244-6 Subcontracts for Commercial Items and Commercial Components (OCT 1995)
- 93. FAR 52.245-7 Government Property (Consolidated Facilities) (MAR 1996) (Modified)

(a) Definitions. For the purpose of this contract, the following definitions apply:

“Facilities,” as used in this clause, means all property provided under this contract.

“Related contract,” as used in this clause, means a Government contract or subcontract for supplies or services under which the use of the facilities is or may be authorized.

(b) Facilities to be provided. (1) The Contractor, at Government expense and subject to the provisions of this contract, shall acquire, construct, or install the facilities and perform the related work as described in the Schedule.

(2) The Government, subject to the provisions of this contract, shall furnish to the Contractor the facilities identified in the Schedule as Government-furnished facilities. The Contractor, at Government expense, shall perform the work with respect to those facilities as is described in the Schedule.

(3) All shipments of the facilities shall be made on Government bills of lading, unless otherwise authorized by the Contracting Officer. The required number of such Government bills of lading will be furnished to the Contractor by, and the Contractor shall be accountable therefor to, the transportation activity designated by the Contracting Officer.

(c) Title in the facilities. (1) The Government shall retain title to all Government-furnished property.

(2) Title to all facilities and components shall pass to and vest in the Government upon delivery by the vendor of all such items purchased by the Contractor for which it is entitled to be reimbursed as a direct item of cost under this contract.

(3) Title to replacement parts furnished by the Contractor in carrying out its normal maintenance obligations under paragraph (g) shall pass to and vest in the Government upon completion of their installation in the facilities.

(4) Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in the Government upon--

- (i) Issuance of the property for use in performing this contract;
- (ii) Commencement of processing or use of the property in performing this contract; or
- (iii) Reimbursement of the cost of the property by the Government, whichever occurs first.

(5) Title to the facilities shall not be affected by their incorporation into or attachment to any property not owned by the Government, nor shall any item of the facilities become a fixture or lose its identity as personal property by being attached to any real property. The Contractor shall keep the facilities free and clear of all liens and encumbrances and, except as otherwise authorized by this contract or by the Contracting Officer, shall not remove or otherwise part with possession of, or permit the use by others, any of the facilities.

(6) The Contractor may, with the written approval of the Contracting Officer, install, arrange, or rearrange, on Government-furnished premises, readily movable machinery, equipment, and other items belonging to the Contractor. Title to any such item shall remain in the Contractor even though it may be attached to real property owned by the Government, unless the Contracting Officer determines that it is so permanently attached that removal would cause substantial injury to Government property.

(7) The Contractor shall not construct or install, at its own expense, any fixed improvement or structural alterations in Government buildings, or other real property without advance written approval of the Contracting Officer. Fixed improvement or structural alterations, as used herein, means any alteration or improvement in the nature of the building or other real property; that, after completion, cannot be removed without substantial loss of value or damage to the premises. The term does not include foundations for production equipment.

- (d) Location of the facilities. The Contractor may use the facilities at any of the locations specified in the Schedule and, with the prior written approval of the Contracting Officer, at any other location. In granting this approval, the Contracting Officer may prescribe such terms and conditions as may be deemed necessary for protecting the Government's interest in the facilities involved. Those terms and conditions shall take precedence over any conflicting provisions of this contract.
- (e) Notice of use of the facilities. The Contractor shall notify the Contracting Officer in writing--
 - (1) Whenever use of all facilities for Government work in any quarterly period averages less than 75 percent of the total use of the facilities; or
 - (2) Whenever any item of the facilities is no longer needed or usable for performing existing related contracts that authorize such use.
- (f) Property control. The Contractor shall maintain property control procedures and records and a system of identification of the facilities, in accordance with the provisions of Federal Acquisition Regulation (FAR) Subpart 45.5 in effect on the date of this contract. The provisions of FAR 45.5 are hereby incorporated by reference and made a part of this contract.
- (g) Maintenance. (1) Except as otherwise provided in the Schedule, the Contractor shall perform normal maintenance of the facilities in accordance with sound industrial practice, including protection, preservation, and repair of the facilities and normal parts replacement for equipment.
 - (2) The Contractor shall keep records of all work done on the facilities and shall give the Government reasonable opportunity to inspect these records. When facilities are disposed of under this contract the Contractor shall deliver the related records to the Government or, if the Contracting Officer directs, to third persons.
 - (3) The Contractor's obligation under this clause for each item of facilities shall continue until the item is removed, abandoned, or disposed of, until the expiration of the 120-day period stated in subparagraph (m)(4) of this clause; and until the Contractor has discharged its other obligations under this contract with respect to such items.
- (h) Access. The Government and any persons designated by it shall, at all reasonable times, have access to the premises where any of the facilities are located.

- (i) Indemnification of the Government . The Contractor shall indemnify the Government and hold it harmless against claims for injury to persons or damage to property of the Contractor or others arising from the Contractor's possession or use of the facilities, except as specified in the clause at FAR 52.228-7, Insurance--Liability to Third Persons. However, the provisions of the Contractor's related contracts shall govern any assumption of liability by the Government for claims arising under those contracts.
- (j) Late delivery, diversion, and substitution . (1) The Government shall not be liable for breach of contract for any delay in delivery or nondelivery of facilities to be furnished under this contract.
 - (2) The Government has the right, at its expense, to divert the facilities under this contract by directing the Contractor to --
 - (i) Deliver any of the facilities to locations other than those specified in the Schedule; or
 - (ii) Assign purchase orders or subcontracts for any of the facilities to the Government or third parties.
 - (3) The Government may furnish any facilities instead of having the Contractor acquire or construct them. In such event, the Contractor is entitled to reimbursement for the cost related to the acquisition or construction of the facilities, including the cost of terminating purchase orders and subcontracts.
 - (4) Appropriate equitable adjustment may be made in any related contract that so provides and that is affected by any nondelivery, delay, diversion, or substitution under this paragraph (j).
- (k) Representations and warranties . The Government makes no warranty, express, or implied, regarding the condition or fitness for use of any facilities. To the extent practical, the Contractor shall be allowed to inspect all the facilities to be furnished by the Government before their shipment.
- (l) Termination of the use of the facilities . The Contracting Officer may at any time, upon written notice, terminate or limit the Contractor's authority to use any of the facilities. Except as otherwise provided in this contract, an equitable adjustment may be made in any related contract of the Contractor that so provides and that is affected by such notice. Termination under this paragraph (l) shall not relieve the Contractor of any of its obligations or liabilities under any related contract or subcontract affected by the termination.

- (m) Disposition of the facilities. (1) The provisions of this paragraph (m) shall apply to facilities for which use has been terminated by the Contracting Officer under paragraph (l), except as provided in subparagraph (m)(2).
- (2) Unless otherwise directed by the Contracting Officer, this paragraph shall not apply to facilities terminated by the Contractor if --
- (i) The facilities terminated do not comprise all of the facilities in the possession of the Contractor; and
 - (ii) The Contracting Officer determines that continued retention of the facilities will not interfere with the Contractor's operations.
- (3) Within 60 days after the effective date of any notice of termination given under paragraph (l), or within such longer period as the Contracting Officer may approve in writing, the Contractor shall submit to the Contracting Officer, in a form satisfactory to the Contracting Officer, an accounting for all the facilities covered by the notice.
- (4) Within 120 days after the Contractor accounts for any facilities under subparagraph (m)(3), the Contracting Officer shall give written notice to the Contractor as to the disposition of the facilities, except as otherwise provided in subparagraph (m)(6). In its disposition of the facilities, the Government may either--
- (i) Abandon the facilities in place, in which case all obligations of the Government regarding such abandoned facilities and the restoration or rehabilitation of the premises in and on which they are located shall immediately cease; or
 - (ii) Require the Contractor to comply, at Government expense, with such directions as the Contracting Officer may give with respect to--
 - (A) The preparation, protection, removal, or shipment of the affected facilities;
 - (B) The retention storage of the affected facilities; provided, that the Contracting Officer shall not direct the Contractor to retain or store any items of facilities in or on real property not owned by the Government if such retention or storage will interfere with the Contractor's operations;

(C) The restoration of Government-owned property incident to the removal of the facilities from such property; and

(D) The sale of any affected facilities in such manner, at such times, and at such price as may be approved by the Government, except that the Contractor shall not be required to extend credit to any purchaser.

(5) If the Contracting Officer fails to give the written notice required by subparagraph (m)(4) within the prescribed 120-day period, the Contractor may, upon not less than 30 days' written notice to the Government and at Government risk and expense, (i) retain the facilities in place or (ii) remove any of the affected severable facilities located in Contractor-owned property and store them at the Contractor's plant or in a public insured warehouse, in accordance with the sound practice and in a manner compatible with their security classification. Except as provided in this subparagraph, the Government shall not be liable to the Contractor for failure to give the written notice required by subparagraph (m)(4).

(6) Nonseverable items of the facilities or items of the facilities subject to patent or proprietary rights shall be disposed of in such manner as the parties may have agreed to in writing.

(7) The Government, either directly or by third persons engaged by it, may remove or otherwise dispose of any facilities for which the Contractor's authority to use has been terminated, other than those for which specific provision is made in subparagraph (m)(6).

(8) The Contractor shall, within a reasonable time after the expiration of the 120-day period specified in subparagraph (m)(4), remove all of its property from the Government property and take such action as the Contracting Officer may direct in writing with respect to restoring that Government property (to the extent that it is affected by the installation of the Contractor's property) to its condition before such installation.

(9) Unless otherwise specifically provided in this contract, the Government shall not be obligated to the Contractor to restore or rehabilitate any property at the Contractor's plant, except for restoration or rehabilitation costs caused by removal of the facilities under subdivision (m)(4)(ii). The Contractor agrees to indemnify the Government against all suits or claims for damages arising out of the Government's failure to restore or rehabilitate any property at the Contractor's plant or property of its subcontractors, except any damage as may be caused by the negligence of the Government, its agents, or independent contractors.

- (n) Protection of government property-management of high-risk property and classified materials. (1) The contractor shall take all reasonable precautions, and such other actions as may be directed by the Contracting Officer, or in the absence of such direction, in accordance with sound business practice, to safeguard and protect government property in the contractor's possession or custody.

(2) In addition, the contractor shall ensure that adequate safeguards are in place, and adhered to, for the handling, control and disposition of high-risk property and classified materials throughout the life cycle of the property and materials consistent with the policies, practices and procedures for property management contained in the Federal Property Management regulations (41 CFR chapter 101), the Department of Energy Property Management regulations (41 CFR chapter 109), and other applicable regulations.

(3) High-risk property is property, the loss, destruction, damage to, or the unintended or premature transfer of which could pose risks to the public, the environment, or the national security interests of the United States. High-risk property includes proliferation sensitive, nuclear related dual use, export controlled, chemically or radioactively contaminated, hazardous, and specially designed and prepared property, including property on the militarily critical technologies list.

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In paragraph (a), add the following phrase: “with respect to work performed on-site at a DOE-owned or -leased facility, as provided at 10 CFR Part 708”.

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37. FAR 52.223-3 Hazardous Material Identification and Material Safety Data (JAN 1997)
Reference paragraph (b). Identify any hazardous material, including any applicable identification number, such as National Stock Number or Special Item Number below:
- | “Material
(If none, insert ‘None’) | Identification No. |
|---------------------------------------|--------------------|
| _____ | _____ |
| _____ | _____ |
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52. DEAR 952.226-74 Displaced Employee Hiring Preference (JUN 1997)
53. FAR 52.227-1 Authorization and Consent (JUL 1995)
54. FAR 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996)
55. DEAR 952.227-9 Refund of Royalties (FEB 1995)
56. FAR 52.227-23 Rights to Proposal Data (Technical) (JUN 1987)
Identify the relevant proposal pages, if any, and the date of the proposal below:

“... pages _____, ... (If none, insert ‘None’.)
.... proposal dated _____,”
57. DEAR 970.5204-72 Patent Rights - Profit-Making Management and Operating Contracts (FEB 1995)
58. DEAR 970.5204-82 Rights in Data - Facilities (MAR 1998)
59. FAR 52.228-5 Insurance-Work on a Government Installation (JAN 1997)
60. FAR 52.229-3 Federal, State, and Local Taxes (JAN 1991)
61. FAR 52.230-2 Cost Accounting Standards (APR 1998)
62. FAR 52.230-6 Administration of Cost Accounting Standards (APR 1996)
63. FAR 52.232-1 Payments (APR 1984)
64. FAR 52.232-8 Discounts for Prompt Payment (MAY 1997)
65. FAR 52.232-11 Extras (APR 1984)
66. FAR 52.232-16 Progress Payments (JUL 1991)
67. FAR 52.232-17 Interest (JUN 1996)
68. FAR 52.232-23 Assignment of Claims (JAN 1986)
69. FAR 52.232-25 Prompt Payment (JUN 1997)

- 70. FAR 52.232-33 Mandatory Information for Electronic Funds Transfer Payment (AUG 1996)
- 71. FAR 52.233-1 Disputes (OCT 1995) Alternate I (DEC 1991)
- 72. FAR 52.233-3 Protest After Award (AUG 1996)
- 73. DEAR 952.235-70 Key Personnel (APR 1994)
- 74. FAR 52.236-7 Permits and Responsibilities (NOV 1991)
- 75. FAR 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984)
- 76. FAR 52.237-3 Continuity of Services (JAN 1991)
- 77. FAR 52.242-13 Bankruptcy (JUL 1995)
- 78. FAR 52.243-1 Changes (AUG 1987) Alternate II (APR 1984)
- 79. FAR 52.244-1 Subcontracts (Fixed-Price Contracts) (OCT 1997)
- 80. FAR 52.244-5 Competition in Subcontracting (DEC 1996)
- 81. FAR 52.244-6 Subcontracts for Commercial Items and Commercial Components (OCT 1995)
- 82. DEAR 52.245-7 Government Property (Consolidated Facilities) (MAR 1996) (Modified)

(a) Definitions. For the purpose of this contract, the following definitions apply:

“Facilities,” as used in this clause, means all property provided under this contract.

“Related contract,” as used in this clause, means a Government contract or subcontract for supplies or services under which the use of the facilities is or may be authorized.

(b) Facilities to be provided. (1) The Contractor, at Government expense and subject to the provisions of this contract, shall acquire, construct, or install the facilities and perform the related work as described in the Schedule.

(2) The Government, subject to the provisions of this contract, shall furnish to the Contractor the facilities identified in the Schedule as Government-furnished

facilities. The Contractor, at Government expense, shall perform the work with respect to those facilities as is described in the Schedule.

(3) All shipments of the facilities shall be made on Government bills of lading, unless otherwise authorized by the Contracting Officer. The required number of such Government bills of lading will be furnished to the Contractor by, and the Contractor shall be accountable therefor to, the transportation activity designated by the Contracting Officer.

(c) Title in the facilities. (1) The Government shall retain title to all Government-furnished property.

(2) Title to all facilities and components shall pass to and vest in the Government upon delivery by the vendor of all such items purchased by the Contractor for which it is entitled to be reimbursed as a direct item of cost under this contract.

(3) Title to replacement parts furnished by the Contractor in carrying out its normal maintenance obligations under paragraph (g) shall pass to and vest in the Government upon completion of their installation in the facilities.

(4) Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in the Government upon--

- (i) Issuance of the property for use in performing this contract;
- (ii) Commencement of processing or use of the property in performing this contract; or
- (iii) Reimbursement of the cost of the property by the Government, whichever occurs first.

(5) Title to the facilities shall not be affected by their incorporation into or attachment to any property not owned by the Government, nor shall any item of the facilities become a fixture or lose its identity as personal property by being attached to any real property. The Contractor shall keep the facilities free and clear of all liens and encumbrances and, except as otherwise authorized by this contract or by the Contracting Officer, shall not remove or otherwise part with possession of, or permit the use by others, any of the facilities.

(6) The Contractor may, with the written approval of the Contracting Officer, install, arrange, or rearrange, on Government-furnished premises, readily movable machinery, equipment, and other items belonging to the Contractor. Title to any such item shall remain in the Contractor even though it may be attached to real property owned by the Government, unless the Contracting Officer determines that it is so permanently attached that removal would cause substantial injury to Government property.

(7) The Contractor shall not construct or install, at its own expense, any fixed improvement or structural alterations in Government buildings, or other real property without advance written approval of the Contracting Officer. Fixed improvement or structural alterations, as used herein, means any alteration or improvement in the nature of the building or other real property; that, after completion, cannot be removed without substantial loss of value or damage to the premises. The term does not include foundations for production equipment.

(d) Location of the facilities. The Contractor may use the facilities at any of the locations specified in the Schedule and, with the prior written approval of the Contracting Officer, at any other location. In granting this approval, the Contracting Officer may prescribe such terms and conditions as may be deemed necessary for protecting the Government's interest in the facilities involved. Those terms and conditions shall take precedence over any conflicting provisions of this contract.

(e) Notice of use of the facilities. The Contractor shall notify the Contracting Officer in writing--

(1) Whenever use of all facilities for Government work in any quarterly period averages less than 75 percent of the total use of the facilities; or

(2) Whenever any item of the facilities is no longer needed or usable for performing existing related contracts that authorize such use.

(f) Property control. The Contractor shall maintain property control procedures and records and a system of identification of the facilities, in accordance with the provisions of Federal Acquisition Regulation (FAR) Subpart 45.5 in effect on the date of this contract. The provisions of FAR 45.5 are hereby incorporated by reference and made a part of this contract.

- (g) Maintenance. (1) Except as otherwise provided in the Schedule, the Contractor shall perform normal maintenance of the facilities in accordance with sound industrial practice, including protection, preservation, and repair of the facilities and normal parts replacement for equipment.
- (2) The Contractor shall keep records of all work done on the facilities and shall give the Government reasonable opportunity to inspect these records. When facilities are disposed of under this contract the Contractor shall deliver the related records to the Government or, if the Contracting Officer directs, to third persons.
- (3) The Contractor's obligation under this clause for each item of facilities shall continue until the item is removed, abandoned, or disposed of, until the expiration of the 120-day period stated in subparagraph (m)(4) of this clause; and until the Contractor has discharged its other obligations under this contract with respect to such items.
- (h) Access. The Government and any persons designated by it shall, at all reasonable times, have access to the premises where any of the facilities are located.
- (i) Indemnification of the Government. The Contractor shall indemnify the Government and hold it harmless against claims for injury to persons or damage to property of the Contractor or others arising from the Contractor's possession or use of the facilities, except as specified in the clause at FAR 52.228-7, Insurance--Liability to Third Persons. However, the provisions of the Contractor's related contracts shall govern any assumption of liability by the Government for claims arising under those contracts.
- (j) Late delivery, diversion, and substitution. (1) The Government shall not be liable for breach of contract for any delay in delivery or nondelivery of facilities to be furnished under this contract.
- (2) The Government has the right, at its expense, to divert the facilities under this contract by directing the Contractor to --
- (i) Deliver any of the facilities to locations other than those specified in the Schedule; or
 - (ii) Assign purchase orders or subcontracts for any of the facilities to the Government or third parties.

(3) The Government may furnish any facilities instead of having the Contractor acquire or construct them. In such event, the Contractor is entitled to reimbursement for the cost related to the acquisition or construction of the facilities, including the cost of terminating purchase orders and subcontracts.

(4) Appropriate equitable adjustment may be made in any related contract that so provides and that is affected by any nondelivery, delay, diversion, or substitution under this paragraph (j).

(k) Representations and warranties. The Government makes no warranty, express, or implied, regarding the condition or fitness for use of any facilities. To the extent practical, the Contractor shall be allowed to inspect all the facilities to be furnished by the Government before their shipment.

(l) Termination of the use of the facilities. The Contracting Officer may at any time, upon written notice, terminate or limit the Contractor's authority to use any of the facilities. Except as otherwise provided in this contract, an equitable adjustment may be made in any related contract of the Contractor that so provides and that is affected by such notice. Termination under this paragraph (l) shall not relieve the Contractor of any of its obligations or liabilities under any related contract or subcontract affected by the termination.

(m) Disposition of the facilities. (1) The provisions of this paragraph (m) shall apply to facilities for which use has been terminated by the Contracting Officer under paragraph (l), except as provided in subparagraph (m)(2).

(2) Unless otherwise directed by the Contracting Officer, this paragraph shall not apply to facilities terminated by the Contractor if --

- (i) The facilities terminated do not comprise all of the facilities in the possession of the Contractor; and
- (ii) The Contracting Officer determines that continued retention of the facilities will not interfere with the Contractor's operations.

(3) Within 60 days after the effective date of any notice of termination given under paragraph (l), or within such longer period as the Contracting Officer may approve in writing, the Contractor shall submit to the Contracting Officer, in a form satisfactory to the Contracting Officer, an accounting for all the facilities covered by the notice.

(4) Within 120 days after the Contractor accounts for any facilities under subparagraph (m)(3), the Contracting Officer shall give written notice to the Contractor as to the disposition of the facilities, except as otherwise provided in subparagraph (m)(6). In its disposition of the facilities, the Government may either--

- (i) Abandon the facilities in place, in which case all obligations of the Government regarding such abandoned facilities and the restoration or rehabilitation of the premises in and on which they are located shall immediately cease; or
- (ii) Require the Contractor to comply, at Government expense, with such directions as the Contracting Officer may give with respect to--

(A) The preparation, protection, removal, or shipment of the affected facilities;

(B) The retention storage of the affected facilities; provided, that the Contracting Officer shall not direct the Contractor to retain or store any items of facilities in or on real property not owned by the Government if such retention or storage will interfere with the Contractor's operations;

(C) The restoration of Government-owned property incident to the removal of the facilities from such property; and

(D) The sale of any affected facilities in such manner, at such times, and at such price as may be approved by the Government, except that the Contractor shall not be required to extend credit to any purchaser.

(5) If the Contracting Officer fails to give the written notice required by subparagraph (m)(4) within the prescribed 120-day period, the Contractor may, upon not less than 30 days' written notice to the Government and at Government risk and expense, (i) retain the facilities in place or (ii) remove any of the affected severable facilities located in Contractor-owned property and store them at the Contractor's plant or in a public insured warehouse, in accordance with the sound practice and in a manner compatible with their security classification. Except as provided in this subparagraph, the Government shall not be liable to the Contractor for failure to give the written notice required by subparagraph (m)(4).

(6) Nonservable items of the facilities or items of the facilities subject to patent or proprietary rights shall be disposed of in such manner as the parties may have agreed to in writing.

(7) The Government, either directly or by third persons engaged by it, may remove or otherwise dispose of any facilities for which the Contractor's authority to use has been terminated, other than those for which specific provision is made in subparagraph (m)(6).

(8) The Contractor shall, within a reasonable time after the expiration of the 120-day period specified in subparagraph (m)(4), remove all of its property from the Government property and take such action as the Contracting Officer may direct in writing with respect to restoring that Government property (to the extent that it is affected by the installation of the Contractor's property) to its condition before such installation.

(9) Unless otherwise specifically provided in this contract, the Government shall not be obligated to the Contractor to restore or rehabilitate any property at the Contractor's plant, except for restoration or rehabilitation costs caused by removal of the facilities under subdivision (m)(4)(ii). The Contractor agrees to indemnify the Government against all suits or claims for damages arising out of the Government's failure to restore or rehabilitate any property at the Contractor's plant or property of its subcontractors, except any damage as may be caused by the negligence of the Government, its agents, or independent contractors.

(n) Protection of government property-management of high-risk property and classified materials. (1) The contractor shall take all reasonable precautions, and such other actions as may be directed by the Contracting Officer, or in the absence of such direction, in accordance with sound business practice, to safeguard and protect government property in the contractor's possession or custody.

(2) In addition, the contractor shall ensure that adequate safeguards are in place, and adhered to, for the handling, control and disposition of high-risk property and classified materials throughout the life cycle of the property and materials consistent with the policies, practices and procedures for property management contained in the Federal Property Management regulations (41 CFR chapter 101), the Department of Energy Property Management regulations (41 CFR chapter 109), and other applicable regulations.

(3) High-risk property is property, the loss, destruction, damage to, or the unintended or premature transfer of which could pose risks to the public, the environment, or the national security interests of the United States. High-risk property includes proliferation sensitive, nuclear related dual use, export controlled, chemically or radioactively contaminated, hazardous, and specially designed and prepared property, including property on the militarily critical technologies list.

- 82. FAR 52.245-8 Liability for the Facilities (JAN 1997)
- 83. FAR 52.246-25 Limitation of Liability-Services (FEB 1997)
- 84. FAR 52.247-63 Preference for U.S.-Flag Air Carriers (JAN 1997)
- 85. FAR 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (JUN 1997)
- 86. DEAR 952.247-70 Foreign Travel (FEB 1997)
- 87. FAR 52.248-1 Value Engineering (MAR 1989)
- 88. FAR 52.249-2 Termination For Convenience of the Government (Fixed-Price) (SEP 1996)
- 89. FAR 52.249-8 Default (Fixed-Price Supply and Service (APR 1984)
In the last sentence of the clause, substitute the word “termination of work” for “termination”.
- 90. DEAR 952.250-70 Nuclear Hazards Indemnity Agreement (JUN 1996)
- 91. FAR 52.251-1 Government Supply Sources (APR 1984)
- 92. DEAR 952.251-70 Contractor Employee Travel Discounts (JUN 1995)
- 93. FAR 52.252-5 Authorized Deviations in Clauses (APR 1984)
- 94. FAR 52.253-1 Computer Generated Forms (JAN 1991)
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PART III

SECTION J

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STATEMENT OF WORK

I. Introduction

A. Background

The National Academy of Sciences (NAS) has called the world's plutonium which is excess to defense requirements a "*clear and present danger*" in the Management and Disposition of Excess Weapons Plutonium, Volume I, 1994. The disposition of this surplus weapons-usable plutonium in the United States is being pursued to mitigate the plutonium proliferation danger. Actions being undertaken by the United States will be orchestrated in concert with international efforts to address surplus plutonium stocks in the Russian Federation. The rate of implementation of plutonium disposition will likely be dependent on terms and conditions in international agreements yet to be negotiated.

The Department of Energy (DOE) is tasked with the disposition of U.S.-owned plutonium that is excess to national security requirements to a condition that meets the spent fuel standard - a concept to make the plutonium as unattractive and inaccessible for retrieval and weapons use as the residual plutonium in the spent fuel from commercial reactors. Existing U.S. Commercial Light Water Reactors (CLWRs) would be used to achieve the spent fuel standard by irradiating some of the excess plutonium in the form of mixed oxide (MOX) fuel in fuel cycles comparable to conventionally used Low Enriched Uranium (LEU) fuel cycles and the balance of the material will be immobilized in a ceramic form.

B. Overview of Statement of Work

This Statement of Work (SOW) sets forth the MOX fuel fabrication, reactor irradiation, and related services required under the contract. The services include but are not limited to:

1. All the functions that are necessary to develop a domestic MOX Fuel Fabrication Facility that will be licensed by the Nuclear Regulatory Commission (NRC) and located at a DOE Host Site. This includes : designing, constructing, and operating a MOX Fuel Fabrication Facility; obtaining a NRC license and any necessary Federal, State, and local permits; supplying commercial grade nuclear fuel for the mission reactors; safeguarding plutonium dioxide powder feedstock and fresh MOX fuel under applicable security measures; and, ultimately, deactivating the facility.

2. All the functions that are necessary to permit the irradiation of MOX fuel assemblies in CLWRs under license from the NRC. This includes :
performing all the design and engineering services to modify reactors and facilities to use MOX fuel; identifying and performing necessary fuel qualification activities; obtaining NRC license modifications; obtaining any necessary Federal, State and local permits; performing core design and fuel design services; irradiating the fuel; safeguarding fuel under applicable security measures; and storing irradiated fuel pending disposal actions.

The contract consists of the base contract and three options. The SOW is organized in sequential order. Contract options may overlap in some or all cases.

II. Base Contract SOW

The base contract includes design of the MOX Fuel Fabrication Facility, fuel qualification activities, design of required modifications to mission reactors and associated facilities, initial license submittals, supporting project management activities, and MOX fresh fuel package activities. Base contract requirements and associated deliverables are provided by each of the four main work elements of the project, i.e., MOX Fuel Fabrication Facility, Fuel Qualification, Irradiation Services and Project Management and Administration.

A. MOX Fuel Fabrication Facility

The Contractor shall ensure that all activities necessary to produce conceptual, preliminary and final designs of the MOX Fuel Fabrication Facility are performed including supporting DOE review of these design products. The Contractor shall ensure that the MOX Fuel Fabricator prepares and submits to the NRC an application for a license to possess and use special nuclear materials in order to operate the MOX Fuel Fabrication Facility. In addition, the Contractor shall ensure that applications for all other required licenses and permits shall be prepared and submitted. Specific activities include, but are not limited to, the following:

1. Facility Design

The Contractor shall perform value engineering activities as indicated in paragraphs b., c., and d. of this section. The Contractor shall report on the value engineering activities as specified in paragraphs b., c., and d. of this section during the required design reviews and as part of the design deliverables.

a. MOX Fuel Fabrication Facility Functional Requirements

The Contractor shall ensure that the design of the MOX Fuel Fabrication Facility incorporates the following functional requirements:

- (1) Must be capable of obtaining from the NRC a license to possess and use special nuclear material in order to operate the MOX Fuel Fabrication Facility in accordance with 10 CFR Part 70, Domestic Licensing of Special Nuclear Material.
- (2) Must be able to facilitate International Atomic Energy Agency (IAEA) inspections and monitoring and minimize access to proprietary or other sensitive information. IAEA standards apply through the NRC as specified in 10 CFR

Part 75, Safeguards on Nuclear Material - Implementation of US/IAEA Agreement.

- (3) Must be able to provide for final assembly of the fuel assembly components into completed MOX fuel bundles.
- (4) Must be able to provide for feed material disposition of 33 metric tonnes (MT) of plutonium with a design basis range up to 40 MT.
- (5) Must be able to provide for receiving of plutonium at a rate of 3.5 MT/year from the Pit Disassembly and Conversion Facility.
- (6) Must provide additional floor space and supporting building infrastructure sufficient for the potential addition of another finished fuel assembly production line with a nominal capacity of 30-45 Metric Tonnes of Heavy Metal (MTHM)/yr and a minimum capacity of 25 MTHM/yr.
- (7) Must be able to operate the fuel fabrication lines such that a minimum of 99.5% of the process-charged plutonium is fabricated into commercial quality fuel during SOW Option 2 (after transition to full operations) and 99.25% otherwise. The plutonium utilization factor shall be calculated on an annual basis.
- (8) Must be able to operate without aqueous recycling or aqueous processing of plutonium streams for MOX fuel fabrication.
- (9) Must be able to provide sufficient space for the packaging and storage of transuranic (TRU) waste for up to 180 days.
- (10) Must be able to provide 1600 square feet of non-hardened office space for DOE personnel including space suitable for storing and processing classified information ..
- (11) Must be able to accommodate storage of a minimum of 7 MT of plutonium, as plutonium oxide, in stainless steel containers which are in compliance with DOE-STD 3013-94, Criteria for Safe Storage of Plutonium Metals and Oxide.

- (12) Must be able to accommodate decontamination of the plutonium oxide stainless steel containers for reuse.
- (13) Must be able to provide for decontamination and decommissioning of the facility in a manner which is cost effective and efficient and minimizes the generation of radioactive waste and radiation exposure to personnel.
- (14) Must be able to incorporate the principles of ALARA (As Low As Is Reasonably Achievable) as specified in 10 CFR Part 20, Standards for Protection Against Radiation.
- (15) Must be able to accommodate plutonium, as ceramic-grade oxide powder meeting the requirements specified in Clause H.4, Government-Furnished Property.
- (16) Must be able to minimize dust contamination in glove boxes through the use of proper dust abatement techniques, including dust abatement hardware, if appropriate.
- (17) Must be able to provide a fully integrated material inventory control system capable of performing near real-time inventory management and satisfy NRC inventory requirements.
- (18) Must be able to meet all applicable Federal, State, and local laws and regulations and conform with all specific agreements and requirements of the DOE Host Site and all relevant standards of the nuclear and chemical industries.
- (19) Must be able to accommodate production of fuel to support additional fuel qualification efforts beyond those required in the base contract, e.g., to improve fuel design or increase fuel burn-up.
- (20) Must be able to fabricate MOX fuel to meet mission reactor demand schedules.
- (21) Must be able to operate and produce mission fuel in a timeframe that will allow insertion of production fuel (not test or demonstration fuel) into one or more mission reactors no later than the end of 2007.

- (22) Must be able to accommodate the loading of finished fuel into certified packages and onto Safe, Secure Trailers (SSTs).
- (23) Must be able to provide capability of receiving, storing, and processing classified information and Unclassified Controlled Nuclear Information in conformance with applicable laws and regulation.
- (24) Must be able to maximize the use of existing proven technologies in process and facility designs.
- (25) Must be able to provide laboratory and analytical services sufficient to provide prompt support for the MOX fuel fabrication operations.
- (26) Must be able to comply with NRC Safeguards and DOE Security requirements.

b. Facility Conceptual Design

(1) Initial Conceptual Design (Non-Site Specific)

The Contractor shall ensure the development and preparation of a MOX Fuel Fabrication Facility Initial Conceptual Design. The objectives of the Initial Conceptual Design are to develop on a non-site specific basis, the initial engineering bases and design criteria for a project design that: satisfies functional requirements, operating needs, and statutory and regulatory requirements; validates project feasibility and technical performance levels; and identifies and quantifies any project risks. The Initial Conceptual Design elements required to be developed include, but are not limited to, the following:

- (a) General project criteria and design parameters including applicable codes and standards.
- (b) Quality assurance requirements necessary to satisfy program, project and regulatory objectives.
- (c) Environmental requirements including protections against potential environmental damage and methods for mitigating environmental hazards.
- (d) Types and materials of construction, basic facility drawings, and outline construction specifications.

- (e) Space allowances and general layouts for various functions.
- (f) Significant features and components.
- (g) Energy conservation initiatives and associated design/construction features.
- (h) Applicable safety and health requirements.
- (i) Applicable safeguards requirements.
- (j) Applicable security requirements.
- (k) Barrier-free design/construction features for facility accessibility by the handicapped.
- (l) Identification of and approach for elimination or mitigation of uncertainties.
- (m) Contingency requirements and analyses.
- (n) Deactivation requirements and associated waste disposal requirements.
- (o) Energy consumption and type(s) of energy supply.
- (p) Process flow diagrams.

The Contractor shall ensure the performance of Initial Conceptual Design activities until the Contracting Officer directs the Contractor to proceed to Advanced Conceptual Design. During the Initial Conceptual Design phase, the Contractor shall prepare a detailed presentation for the DOE which provides the current status of the Initial Conceptual Design and includes, but is not limited to, constructability, operability, cost, maintainability, regulatory compliance, vulnerability assessment, compliance with the functional requirements in the above design elements, and other critical information. The design status presentation shall be made at the request of the DOE Contracting Officer. At a minimum, the review shall be attended by representatives of those organizations responsible for the design, facility operations and project management functions, the DOE TM, and the DOE Contracting Officer or designee.

The Contracting Officer shall notify the Contractor that a design status presentation is requested. The Contracting Officer and the Contractor shall agree on a date for the presentation. The Contractor shall provide the DOE with an agenda together with the necessary reference materials for the review at least 10 workdays prior to the review. At the completion of the review, a report, documenting agreements and commitments resulting from the review,

shall be prepared and signed by both the Contractor and the DOE TM.

(2) Advanced Conceptual Design

The Contractor shall ensure the development and preparation of a MOX Fuel Fabrication Facility Advanced Conceptual Design. The Initial Conceptual Design shall be updated with site specific information. The objectives of the Advanced Conceptual Design are to incorporate site specific information and update the initial engineering bases and design criteria for a project design that : satisfies functional requirements, operating needs, and statutory and regulatory requirements; validates project feasibility and technical performance levels; identifies and quantifies any project risks; develops a reliable life cycle cost estimate; and develops a realistic performance schedule. The Advanced Conceptual Design elements required to be developed include, but are not limited to, the following:

- (a) General project criteria and design parameters including applicable codes and standards.
- (b) Quality assurance requirements necessary to satisfy program, project and regulatory objectives..
- (c) Environmental requirements including protections against potential environmental damage and methods for mitigating environmental hazards.
- (d) Types and materials of construction, basic facility drawings, and outline construction specifications.
- (e) Space allowances and general layouts for various functions.
- (f) Significant features and components.
- (g) Facility siting and utility services requirements.
- (h) Site development and DOE Host Site integration requirements.
- (i) Cost/benefit analyses to determine use if site infrastructure.
- (j) Energy conservation initiatives and associated design/construction features.
- (k) Applicable safety and health requirements.
- (l) Applicable safeguards requirements.
- (m) Applicable security requirements.
- (n) Barrier-free design/construction features for facility accessibility by the handicapped.

- (o) Estimated life-cycle costs, projected cash flows by Government fiscal year, performance schedules for design, procurement and construction and methods of construction performance.
- (p) Identification of and approach for elimination or mitigation of uncertainties.
- (q) Acquisition strategy for the project.
- (r) Contingency requirements and analyses.
- (s) Deactivation requirements and associated waste disposal requirements.
- (t) Energy consumption and type(s) of energy supply.
- (u) Process flow diagrams.

The Contractor shall conduct a design review at 85 percent completion of the Advanced Conceptual Design. This review shall include, but is not limited to, constructability, operability, cost, maintainability, regulatory compliance, vulnerability assessment, compliance with site specific requirements, compliance with the functional requirements in the above design elements, and other critical information. At a minimum, the design review shall be attended by representatives of those organizations responsible for the design, facility operations and project management functions, DOE and/or contractor representatives of the DOE Host Site, the DOE TM, and the DOE Contracting Officer or designee.

The Contractor shall notify DOE 30 days prior to the date for the design review. This notification shall include an agenda together with necessary reference materials for the design review. After the design review, a comprehensive report, documenting agreements and commitments resulting from the design review, shall be prepared and submitted to DOE for approval.

The Contractor shall submit the completed Advanced Conceptual Design for DOE approval. Upon DOE approval of the Advanced Conceptual Design, the Advanced Conceptual Design shall be placed under configuration management in accordance with the Contractor's DOE approved Project Management and Control System (PMCS).

c. Facility Preliminary Design

Based upon the DOE approved Conceptual Design, the Contractor shall ensure the development and preparation of a MOX Fuel Fabrication Facility Preliminary Design (Preliminary Design). Subject to DOE approval, the Preliminary Design may be segmented into Preliminary Design Packages in order to facilitate continuity between design phases.

The Preliminary Design shall include, but is not limited to : conduct of preliminary tradeoff studies, including an evaluation of alternative design approaches; finalization of the project design criteria and establishment of quality levels for systems and components in greater detail; expansion of conceptual design drawings in greater detail and development of additional drawings, or development of new drawings based on new design concepts; development of outline specifications for construction and specifications for equipment procurement; additional analyses of health, safety, and environmental protection; development of preliminary estimates of construction labor, equipment, and material quantities and identification of long-lead time procurement items and potential labor or material supply problems; development of more accurate project cost estimates, time schedules for project performance, identification of the project's critical path; methods of construction performance; further evaluation and selection of energy conservation measures and energy sources of supply/providers; and incorporation of any NRC comments received which affect the Preliminary Design. The completion of the Preliminary Design is considered to be the 40-50 percent completion point of the total design effort. The Contractor shall submit the Preliminary Design Packages to DOE for approval.

The Contractor shall conduct design reviews at 30 percent and 85 percent of completion of each Preliminary Design package. These reviews shall include, but not be limited to, constructability, operability, maintainability, regulatory compliance, vulnerability assessment, compliance with the functional requirements document, and other critical information. At a minimum, the design reviews shall be attended by representatives of those organizations responsible for the design, construction management, facility operations and project management functions, DOE and/or contractor representatives of the DOE Host Site, the DOE TM and the DOE Contracting Officer or designee.

The Contractor shall notify DOE 30 days prior to the date of each design review required above. This notification shall include an agenda together with necessary reference materials required for the design review. After each design review, a comprehensive report documenting agreements and commitments resulting from the design review, shall be prepared and submitted to DOE for approval.

The Contractor shall submit completed Preliminary Design Packages for DOE approval.

d. Facility Final Design

Based upon the DOE approval of Preliminary Design Packages and any NRC comments received on the license application which impact the design, the Contractor shall ensure the preparation of a MOX Fuel Fabrication Facility Final Design (Final Design). If the Preliminary Design was segmented into packages, Final Design may be initiated upon DOE approval of the corresponding Preliminary Design Package. The Final Design shall include, but is not limited to: restudy and redesign work resulting from changes as may be required from the Preliminary Design; development of final (working) drawings and specifications for procurement and construction; estimates of construction labor, equipment, and material quantities; development of detailed estimates of the cost of construction, procurement and construction schedules, methods of performance, and identification of work packages; preparation of health, safety, and environmental analyses; identification of test plans; permitting requirements; preparation of a procurement plan; and determination of utility service requirements in coordination with the DOE Host Site operating contractor or the utility supply companies.

The Contractor shall conduct design reviews at 30 and 85 percent completion of each of the Final Design Packages. The reviews shall include but not be limited to constructability, operability, maintainability, environmental compliance, regulatory compliance, vulnerability assessment, compliance with the functional requirements and other critical information. At a minimum, the design reviews shall be attended by representatives of those organizations responsible for the design, construction management, facility operations and project management functions, DOE and/or contractor representatives of the DOE Host Site, the DOE TM and the DOE Contracting Officer or designee.

The Contractor shall notify DOE 30 days prior to the date of the design reviews required above. This notification shall include an agenda together with necessary reference materials required for the design review. After the design reviews, a comprehensive report, documenting agreements and commitments resulting from the design reviews, shall be prepared and submitted to DOE.

The Contractor shall submit completed Final Design Packages for DOE approval.

Deliverables:

- (1) The Contractor shall submit for DOE approval a completed **Advanced Conceptual Design** no later than 3 months after the SPD EIS ROD. DOE will require 60 days to review the document and provide comments. The Contractor shall have 30 days to accept the comments and incorporate them or to hold a comment resolution meeting with DOE to resolve any differences. DOE will provide its final position within 5 days after the comment resolution meeting.
- (2) The Contractor shall submit for DOE approval all completed **Preliminary Design Packages** with the last design package submitted no later than 18 months after contract award. DOE will require 60 days to review each design package and provide comments. The Contractor shall have 30 days to accept the comments and incorporate them or to hold a comment resolution meeting with DOE to resolve any differences. DOE will provide its final position within 5 days after the comment resolution meeting.
- (3) The Contractor shall submit for DOE approval all completed **Final Design Packages** with the last design package submitted no later than 12 months after DOE approval of the Preliminary Design Package in (2) above. DOE will require 60 days to review each design package and provide comments. The Contractor shall have 30 days to accept the comments and incorporate them or to hold a comment resolution meeting with the DOE to resolve any differences. DOE will provide its final position within 5 days after the comment resolution meeting.

2. MOX Fuel Fabrication Facility Long Lead Time Procurement Plan

The Contractor shall ensure the development and provision of a MOX Fuel Fabrication Facility Long Lead Time Procurement Plan based on the results of the Preliminary Design. This plan should identify long lead time items and address issues such as schedule, like substitutions, and the consequences of potential shortages or delays in receiving items in a timely fashion.

Deliverable:

The Contractor shall submit for DOE approval the **MOX Fuel Fabrication Facility Long Lead Time Procurement Plan** as early as possible, but no later than concurrent with the final 85 percent Preliminary Design review package. DOE will require 60 days to review the document and provide comments. The Contractor shall have 30 days to accept the comments and incorporate them or to hold a comment resolution meeting with DOE to resolve any differences. DOE will provide its final position within 5 days after the comment resolution meeting.

3. Development of a Proposed Work Task Agreement (WTA) Between the Contractor and the DOE Host Site Contractor for Support of the MOX Fuel Fabrication Facility.

The Contractor shall ensure that a proposed WTA for the base contract support required for the design of the MOX Fuel Fabrication Facility is developed with the DOE specified Host Site Contractor at the DOE Host Site named in the SPD EIS ROD. The proposed WTA will identify all support required to develop the Advanced Conceptual, Preliminary and Final Designs of the MOX Fuel Fabrication Facility including, but not limited to, the scope of design modifications necessary to satisfy infrastructure functional requirements to be provided by the DOE Host Site Contractor. The WTA will include the estimated cost and schedule for the required design effort by the DOE Host Site Contractor.

The WTA shall be updated to specify the estimated cost and schedule for the required modifications of the DOE Host Site infrastructure prior to completion of the Final Design. The role and responsibilities for performing those modifications shall also be identified.

The Contractor shall ensure that the DOE Host Site Contractor's designs meet the infrastructure functional requirements identified in the WTA as part of the MOX Fuel Fabrication Facility design.

The WTA shall define the roles and responsibilities for both the Contractor and the DOE Host Site Contractor in preparing permitting applications and obtaining required permits.

The proposed WTA shall be submitted to the Contracting Officer for approval. (The Contracting Officer and the DOE Contracting Officer for the DOE Host Site will approve the WTA for the work.) The WTA shall be updated as required to address additional support to be provided by the DOE Host Site Contractor.

Deliverable:

The Contractor shall submit the DOE a proposed **Work Task Agreement** within 6 months after the SPD EIS ROD. DOE will require 60 days to review the document and provide comments. The Contractor shall have 30 days to accept the comments and incorporate them or hold a comment resolution meeting with DOE to resolve any differences. DOE will provide its final position within 5 days after the comment resolution meeting. DOE approval of this agreement is required.

The Contractor shall submit to DOE a proposed updated **Work Task Agreement** prior to the completion of the Final design. DOE will require 60 days to review the document and provide comments. The Contractor shall have 30 days to accept the comments and incorporate them or hold a comment resolution meeting with DOE to resolve any differences. DOE will provide its final position within 5 days after the comment resolution meeting. DOE approval of this agreement is required.

4. Regulatory Management

The Contractor shall ensure that a license application is prepared and submitted to the NRC for the operation of the MOX Fuel Fabrication Facility and that applications are submitted for all other required Federal, State, and local permits.

The Contractor shall ensure that a Regulatory Management Plan is developed which describes the strategy for obtaining a NRC license and all required permits for the MOX Fuel Fabrication Facility and addresses issues such as facility safety and integrated safety management.¹ The Regulatory Management Plan shall address all the requirements of applicable Federal, State, and local requirements, including NRC rules.

¹ Inasmuch as 10 CFR Part 70 is being revised, the Contractor may find it useful to consider the Standards that support DOE Order 420.1, Facility Safety, in addition to the relevant Nuclear Regulatory Standards in developing an appropriate set of safety standards.

The Regulatory Management Plan shall identify proposed safety standards, describe why those safety standards were chosen, describe the implementation process for the proposed safety standards, demonstrate the administrative and management processes and infrastructure that support implementation of the proposed safety standards, and the approach to management of the regulatory process. This plan should be consistent with and fully support the NRC licensing process for the MOX Fuel Fabrication Facility.

The Contractor shall ensure that a schedule of regulatory actions is prepared which identifies major milestones and all critical actions which are necessary to assure that all licenses and permits have been obtained prior to the date required to support the construction and operation of the MOX Fuel Fabrication Facility. Copies of all license and permit application documents shall be furnished to DOE for information simultaneously with submittal to regulatory agencies.

Deliverables:

- a. The Contractor shall submit for DOE approval a **Regulatory Management Plan** for the MOX Fuel Fabrication Facility no later than 6 months after contract award and updated annually thereafter. DOE will require 60 days to review the document and provide comments. The Contractor shall have 30 days to accept the comments and incorporate them or to hold a comment resolution meeting with DOE to resolve any differences. DOE will provide its final position within 5 days after the comment resolution meeting. Annual updates of the Plan will be provided to DOE. DOE will review the update within 14 days and provide comments for Contractor consideration.
- b. The Contractor shall submit copies of all **Regulatory Documentation**, for information only, simultaneously with submittal to regulatory agencies.

5. Facility Quality Assurance Plan

The Contractor shall ensure that a Facility Quality Assurance Plan (FQAP) is developed which describes the approach for implementing a Facility Quality Assurance Program for the design, construction and operation of the MOX Fuel Fabrication Facility. The plan shall meet the NRC quality assurance requirements specified in 10 CFR Part 50, Appendix B, Quality Assurance Criteria for Nuclear Power Plants and Fuel Processing Plants.

Deliverable:

The Contractor shall submit the **Facility Quality Assurance Plan** no later than 3 months after contract award. This submittal is for DOE information only.

6. Constructability Review

The Contractor shall ensure that construction considerations are incorporated into the design activities. The Contractor shall incorporate the following basic constructability concepts in the development of preliminary and final designs:

- a. Designs and procurement schedules are construction-driven.
- b. Designs are configured to enable efficient construction.
- c. Design elements are standardized.
- d. Construction efficiency is considered in specification development.
- e. Module/preassembly designs are prepared to facilitate fabrication, transport, and installation.
- f. Designs promote construction accessibility of personnel, material, and equipment.

7. Construction Market Analysis and Stimulation of Bidder Interest

The Contractor shall continuously monitor conditions in the construction and equipment markets to identify factors which may affect the cost or time schedule for completing the project. The Contractor shall perform analyses to: determine the availability of labor, material, equipment, potential bidders, and the cost or schedule impact of any shortages or surpluses in these areas. The Contractor shall report its findings and make recommendations as may be appropriate with respect to: long lead time procurement; separation of construction into bid packages; sequencing of work; use of alternative materials, equipment or methods; other economies in design or construction; and any other matter that will promote cost savings and completion within the time specified in the contract.

The Contractor shall submit a Construction Market Analysis and Prospective Bidders Report to DOE with completion of Preliminary Design setting forth its plan for the accomplishment of the construction. The Contractor shall submit an updated report semi-annually thereafter until award of the last construction subcontract.

The Contractor shall carry out an active program of stimulating the interest of qualified construction contractors and equipment suppliers to encourage bidding on the work.

Deliverable:

The Contractor shall submit the **Construction Market Analysis and Prospective Bidders Report** to DOE with the Preliminary Design and semi-annually thereafter. This submittal is for DOE information only.

8. Deactivation Plan

The Contractor shall ensure that an initial Deactivation Plan is prepared for the MOX Fuel Fabrication Facility. The plan shall outline the deactivation process and demonstrate how the proposed methods to be used will minimize radiation exposure to workers. The plan shall also emphasize the facility design features and operational practices which will minimize waste generated and the deactivation cost. The Deactivation Plan shall also indicate how the deactivation activities will comply with the requirements of 10 CFR Part 70, Domestic Licensing of Special Nuclear Material, and 10 CFR Part 20, Standards for Protection Against Radiation.

The Deactivation Plan shall describe the actions necessary to provide for the following conditions to prevail at the completion of the Deactivation Plan of the MOX Fuel Fabrication Facility:

- (1) All loose surface contamination removed ;
- (2) The facility being accessible without protective clothing;
- (3) All glove boxes and associated ventilation systems sealed in accordance with applicable standards to enable removal from the facility;
- (4) All systems depressurized and/or disabled, as applicable, except as required to enable accessibility as stated in (2) above ;
- (5) All remaining unused plutonium and uranium feed materials packaged in appropriate containers and provided to DOE for disposition. All nuclear waste products packaged as required in Option 2 of the contract and provided to DOE for disposition; and
- (6) All processing chemical substances removed and disposed of in accordance with applicable regulations.

Deliverable:

The Contractor shall submit a **Deactivation Plan** no later than the completion of Final Design. DOE will review the plan and provide comments within 60 days. The Contractor shall have 30 days to accept the comments and incorporate them or to hold a comment resolution meeting with the DOE to resolve any differences. DOE will provide its final position within 5 days after the comment resolution meeting. DOE approval of this plan is required.

9. MOX Fuel Safeguards Plan

The Contractor shall ensure that a MOX Fuel Safeguards Plan is prepared which describes implementation of applicable NRC safeguards requirements for the MOX Fuel Fabrication Facility which are to be in effect for a NRC licensed operation. The plan shall describe the implementation of applicable NRC safeguards requirements, including applicable IAEA Standards.

Deliverable:

The Contractor shall submit the **MOX Fuel Safeguards Plan** within 13 months after contract award to DOE for information.

10. MOX Fuel Security Plan

The Contractor shall ensure that a MOX Fuel Security Plan is prepared incorporating the DOE requirements identified in Section J, Attachment 10.

Deliverable:

The Contractor shall submit for DOE approval the **MOX Fuel Security Plan** within 6 months after DOE approval of the MOX Fuel Fabrication Facility Final Design. DOE will require 60 days to review the document and provide comments. The Contractor shall have 30 days to accept the comments and incorporate them or to hold a comment resolution meeting with the DOE to resolve any differences. DOE will provide its final position within 5 days after the comment resolution meeting.

B. Fuel Qualification

The Contractor shall ensure the development and implementation of a comprehensive fuel qualification plan for the initial qualification of MOX fuel for use in the mission CLWRs. The ultimate result of this activity will be approval of fuel designs to support the plutonium disposition mission. It is recognized that fuel qualification activities performed under the base contract may extend in time so that it coincides with work being performed under other options of this contract. All work performed by the DOE Host Site contractor shall be provided to the Contractor as Government Furnished Services (GFS). Fabrication of MOX test/demonstration fuels at facilities other than the MOX Fuel Fabrication Facility shall cease upon acceptance by DOE of the Contractor's Certification of Completion of the MOX Fuel Fabrication Process Qualification Plan.

1. Requirements

The following requirements apply to the qualification of MOX fuel:

- a. Perform fuel qualification activities in accordance with 10 CFR Part 50, Appendix B, Quality Assurance Criteria for Nuclear Power Plants and Fuel Reprocessing Plants.
- b. Complete activities to support the first core load of MOX fuel in a CLWR in or before 2007.
- c. Demonstrate adequacy of fuel design for projected burnups which shall not be less than 20,000 MWd/MTHM on an assembly basis.
- d. Provide all hardware, component parts, and, if the Contractor elects, natural or depleted uranium to fabricate the MOX test/demonstration fuel.
- e. Store, pending disposal or destructive post-irradiation examination, the irradiated test/demonstration fuel in accordance with NRC requirements.
- f. Implement fuel qualification for a maximum of two fuel types. A "fuel type" is defined as a collection of fuel designs which can be qualified via common qualification actions.
- g. Utilize DOE provided plutonium only.

2. Fuel Qualification Plan

The Contractor shall ensure that the Fuel Qualification Plan submitted in response to the Request for Proposals is updated and expanded to include, but is not limited to: the requirements listed above; identification of infrastructure functional requirements necessary to support the fabrication of MOX test/demonstration fuel; identification of plutonium feed material requirements necessary to support fuel qualification; feed materials characterization; non-irradiation testing; use of European and domestic data for fuel design; core physics calculations; required thermal-mechanical analyses; NRC licensing interactions; quality assurance requirements; and a MOX test/demonstration fuel irradiation plan. The Fuel Qualification Plan shall be submitted to DOE for approval.

Deliverable:

The Contractor shall submit the updated **Fuel Qualification Plan** no later than 6 months after contract award for DOE approval. DOE will require 60 days to review the document and provide comments. The Contractor shall have 30 days to accept the comments and incorporate them or to hold a comment resolution meeting with DOE to resolve any differences. DOE will provide its final position within 5 days after the comment resolution meeting. Once approved by DOE, the Contractor shall submit the plan to NRC for review and comment. The Contractor shall elicit a formal acknowledgment of the plan's adequacy to support licensing the use of MOX fuel in mission reactors from the NRC. If changes to the Fuel Qualification Plan are required as a result of NRC comments, DOE approval of those changes is required.

3. Recommendation for a DOE Host Site for Fabrication of MOX Test/Demonstration Fuel

The Contractor may recommend the use of one or more of the DOE Host Site facilities identified in report ORNL/TM-13573 "Characterization of Candidate DOE Sites for Fabricating MOX Fuel for Lead Assemblies". If the Contractor makes such a recommendation, it shall be made on the basis of the DOE Host Site facility(s) ability to provide the Contractor optimum technical capabilities to accomplish the objectives of the Fuel Qualification Plan. The recommendation shall be accompanied by a DOE Host Site Facility(s) Recommendation Report which includes the identification of the recommended facility(s) and the Contractor's technical evaluation supporting the recommendation.

Deliverable:

The Contractor shall submit a **DOE Host Site Facility(s) Recommendation Report** no later than 30 days after contract award. This recommendation report along with environmental and other information will be considered by the Department in identifying the DOE Host Site Facility(s). DOE's Host Site Facility will be identified in the SPD EIS ROD.

4. Development of a Proposed Work Task Agreement (WTA) for the Fabrication of MOX Test/Demonstration Fuel at a DOE Host Site

The Contractor shall negotiate with the selected DOE Host Site contractor to develop a proposed WTA for the fabrication of MOX test/demonstration fuel. The proposed WTA will identify the scope of modifications necessary to satisfy the infrastructure functional requirements of the DOE approved Fuel Qualification Plan, the scope of DOE Host Site contractor operations required to support the Fuel Qualification Plan, and the cost and schedule for both the required modifications and operations. The proposed WTA shall be submitted to the Contracting Officer for approval. (The Contracting Officer and the DOE Contracting Officer for the DOE Host Site will approve the WTA for the work.)

The Contractor shall ensure that the DOE Host Site contractor's designs and modifications meet the infrastructure functional requirements identified in the Fuel Qualification Plan.

The Contractor shall be responsible for procuring and furnishing all specialized MOX fuel process equipment to the DOE Host Site contractor in accordance with the schedule identified in the WTA. The Contractor shall transfer accountability of such equipment to the DOE Host Site contractor upon delivery of the equipment to the DOE Host Site.

The Contractor shall be responsible for providing to the DOE Host Site contractor all hardware, component parts, and natural or depleted uranium necessary to fabricate the MOX test/demonstration fuel in accordance with the schedule identified in the WTA.

The Contractor shall support the DOE Host Site Contractor in preparing permitting applications and obtaining required permits.

The Contractor shall provide technical direction to the DOE Host Site contractor for the fabrication of the MOX test/demonstration fuel.

Deliverable:

The Contractor shall submit to DOE the proposed **Work Task Agreement** within 60 days after the SPD EIS ROD. DOE will require 60 days to review the document and provide comments. The Contractor shall have 30 days to accept the comments and incorporate them or hold a comment resolution meeting with DOE to resolve any differences. DOE will provide its final position within 5 days after the comment resolution meeting. DOE approval of this agreement is required.

5. Implementation of Fuel Qualification Plan

The Contractor shall ensure the implementation of the DOE approved Fuel Qualification Plan consistent with the DOE approved Work Task Agreement between the Contractor and the DOE Host Site contractor. Upon completion of the Fuel Qualification Plan, the Contractor shall provide a certification of completion to DOE.

Deliverable:

No later than thirty (30) days after completion of the Fuel Qualification Plan, the Contractor is required to submit to DOE the **Certification of Successful Completion of the Fuel Qualification Plan**.

6. Fuel Qualification Long Lead Time Procurement Plan

If test/demonstration fuels are required, the Contractor shall develop and provide a Fuel Qualification Long Lead Time Procurement Plan. This Plan shall address issues such as schedule, like substitutions, and the consequences of potential shortages or delays in receiving items in a timely fashion. Upon DOE approval, the Contractor shall initiate the Fuel Qualification Long Lead Time Procurement Plan.

Deliverable:

The Contractor shall submit the **Fuel Qualification Long Lead Time Procurement Plan** no later than 6 months after contract award. DOE will require a minimum of 60 days to review the document and provide comments. DOE approval of this plan is required and will not be provided until after issuance of the SPD EIS ROD.

7. Fresh MOX Fuel Assembly and Pins Shipping Package

The Contractor shall provide a certified package for the shipment of fresh MOX fuel assemblies or pins from the test/demonstration fabrication facility to a reactor for irradiation services. Certified MO-1 shipping packages are available from the Government as GFP should they meet the Contractor's requirements. The Contractor shall notify DOE a minimum of 6 months in advance of the required need date for the MO-1 packages. In addition, the Contractor shall notify DOE at least 6 months in advance of the required need date for the test/demonstration fuel assemblies or pins at the reactor site.

C. Irradiation Services

The Contractor shall ensure the development and implementation of an irradiation services program to utilize CLWR's to irradiate MOX fuel, which includes the following specific activities.

1. Mission Reactor and Site Facility Modification Design

a. Mission Reactor and Site Facility Modification Functional Requirements

The Contractor shall ensure that the Mission Reactor Licensees' designs for mission reactor and site facility modifications necessary to support irradiation of MOX fuel incorporate the following functional requirements as applicable:

- (1) Must be able to facilitate IAEA inspections and monitoring and minimize access to proprietary or other sensitive information;
- (2) Must be able to secure, store and handle MOX fuel in accordance with the requirements of 10 CFR Part 73, Physical Protection of Plants and Materials;
- (3) Must have sufficient capacity for storage of one reload batch of MOX fuel elements for at least 90 days;
- (4) Must have the capability to receive MOX fuel based on twenty-four hour notice of the planned SST arrival time;
- (5) Must have the capability to receive, protect, and unload up to three SSTs during a 24-hour period;
- (6) Must have an SST parking area within the site security

perimeter for parking idle, loaded SSTs awaiting unloading and having security equivalent to that of a vital nuclear site area;

(7) Must have the capability for unloading fresh fuel transportation packages and performing receipt inspection of fuel assemblies;

(8) Must have the capability to handle fresh fuel transportation packages to prevent contamination during unloading or fuel storage operations.

(9) Must integrate like-type reactor design modifications to minimize costs.

b. Mission Reactor and Site Facility Modifications

The Contractor shall ensure that the Mission Reactor Licensees:

- (1) Perform and document engineering reviews of affected reactor systems and reactor site facilities to determine where modifications are necessary. The reviews shall include, but are not limited to: primary, auxiliary and secondary reactor systems; instrumentation and control systems (including nuclear instruments and reactivity control systems); site security systems; fresh fuel receipt and storage facilities; spent fuel storage facilities; and SST ingress and egress.
- (2) Prepare and provide to the Contractor for submittal to DOE for approval a Mission Reactors System Modification Plan (or plans if desired) which identifies proposed modifications to mission reactors systems and infrastructures to accommodate the irradiation of MOX fuel. The plan(s) shall include, but is not limited to : a summary technical description of the proposed modifications; justification of the need for the proposed modifications; and corresponding schedules and cost estimates for design and construction of the modifications.
- (3) Perform the design of required modifications to mission reactors systems and infrastructures after DOE approval of the Mission Reactors System Modification Plan(s).

Deliverable:

The Contractor shall submit to DOE the **Mission Reactors System Modification Plan(s)** within 24 months of contract award. Approval of this plan(s) is required prior to DOE authorization of design of the required modifications. DOE will require 60 days to review the document and provide comments. The Contractor shall have 30 days to accept the comments and incorporate them or to hold a comment resolution meeting with DOE to resolve any differences. DOE will provide its final position within 5 days after the comment resolution meeting.

2. Mission Reactors License Amendment Applications

The Contractor shall ensure that the Mission Reactor Licensees prepare a mission reactors licensing plan (or plans, if desired) for obtaining NRC licensing amendments. The plan(s) shall include a description of the tasks necessary to ultimately amend licenses of the mission reactors and include supporting cost estimates, schedules and milestones.

The Mission Reactor Licensees shall prepare, submit and defend NRC license amendment requests for all mission reactors.

Deliverables:

- (1) The Contractor shall submit the **Mission Reactors Licensing Plan(s)** to DOE within 17 months after contract award. This is submitted for DOE information only. Revisions to the plan shall be provided to DOE for information.
- (2) The Contractor shall submit **Mission Reactors License Amendment Application(s) and Revisions** to DOE concurrently with submittal to NRC. This is submitted for DOE information only.

3. Mission Reactors Permitting Plan(s)

The Contractor shall ensure that the Mission Reactor Licensees prepare and implement a Mission Reactors Permitting Plan(s) which outlines the overall permitting strategy and describes activities associated with obtaining Federal, State and local permits, including PUC approvals, for the mission reactors. The Plan(s) shall include a description of the tasks necessary to obtain all applicable permits for the mission reactors and the supporting cost estimates, schedules and milestones. The Mission Reactor

Licensees shall obtain permits in accordance with the approved Mission Reactors Permitting Plan(s).

Deliverable:

The Contractor shall submit to DOE the **Mission Reactors Permitting Plan(s)** no later than 17 months after contract award. DOE will review the plan(s) and return comments within 60 days. This submittal is for DOE information only.

4. Mission Reactors Core Management

a. Core Design Requirements

The Contractor shall ensure that the Mission Reactor Licensees' core designs to support irradiation services incorporate the following requirements:

- 1) Capability to utilize mixed oxide fuel pellet composition with no integral neutron absorbers.
- 2) Ability to achieve a minimum burnup level of 20,000 MWd/MTHM on an individual assembly basis.
- 3) Ability to utilize existing proven technology bases for core management to the maximum extent practicable.
- 4) Ability to utilize verified, validated and qualified core design codes.
- 5) Utilization of proven MOX core designs for initial core loadings.
- 6) Capability for transition from a MOX fuel core to LEU fuel core after completion of a current operating cycle and one additional cycle of operation.
- 7) Capability to accommodate an increase or decrease in the plutonium core loading rate for future refuelings. To the extent practicable, the core design approach shall enable substitution of LEU assemblies with MOX assemblies and vice versa, such that the addition or subtraction of MOX fuel assemblies can be balanced with traditional LEU fuel.
- 8) Capability to irradiate the last MOX fuel assemblies for at least one cycle before or in 2022.
- 9) Ability to extract pins from MOX fuel assemblies.

b. Mission Reactors Core Design and Management Activities

The Contractor shall ensure that the Mission Reactor Licensees perform the following activities associated with reactor core design and management activities:

- (1) Core design activities necessary to utilize MOX fuel in mission reactors and for core reloads encompassing:
 - (i) Development of fuel specifications, and
 - (ii) Review of European MOX fuel operating experience data;
 - (iii) Preparation of core physics calculations ;
 - (iv) Design of lead and subsequent fuel assemblies and overall core design for the period of transition from full LEU fuel to a MOX fuel configuration and for routine operation with MOX fuel;
- (2) Modification of applicable core physics, neutronics, and fuel design and fuel performance computer codes, with subsequent verification, validation and qualification.
- (3) Revision of the FSAR to support the reactor license amendment.
- (4) Preparation, if necessary, of a quality assurance plan, procedures and supporting documentation as required by 10 CFR Part 50, Appendix B, Quality Assurance Criteria for Nuclear Power Plants and Fuel Reprocessing Plants.
- (5) Development of contingency plans for the continued operation of the reactor using uranium fuel if the MOX fuel supply is interrupted.
- (6) Coordination, as necessary, with the DOE TM on DOE nuclear waste repository matters relating to MOX fuel design and irradiation.
- (7) Preparation of a Mission Reactors Irradiation Plan which describes an integrated approach to the operation of all mission reactors. The plan shall include, but is not limited to:

- (i) Proposed MOX fuel throughput for the selected mission reactors by year and cumulatively;
- (ii) Fuel and core designs sufficient to achieve planned throughput;
- (iii) Accommodation of potential interruptions in the MOX fuel supply; and
- (iv) Coordination of interfaces with fuel qualification activities.
- (v) Coordination of mission reactors loading patterns to accomplish the SOW.
- (vi) Capability to handle the potential disruption of MOX irradiation caused by a shut-down of a mission reactor over an extended period of time.

Deliverables:

The Contractor shall submit the **Mission Reactors Irradiation Plan** to DOE no later than 6 months after contract award. DOE review comments will be provided within 90 days of submittal of the plan. The Contractor shall have 30 days to accept the comments and incorporate them or to hold a comment resolution meeting with the DOE to resolve any differences. DOE will provide final its position within 5 days after the comment resolution meeting. The plan shall be updated as needed. Subsequent DOE reviews will be completed within 30 days.

5. Mission Reactors Operations

The Contractor shall ensure that the Mission Reactor Licensees:

- a. Review and modify mission reactor procedures and programs that may be affected by the use of MOX fuel including, but not limited to: normal, emergency and post-accident operating procedures; fresh and spent fuel handling procedures; damaged fuel handling procedures; safeguards procedures; and security procedures.
- b. Develop a MOX fuel utilization training program to train and qualify mission reactor site engineering, operations, maintenance,

security and other affected personnel on the required changes to site procedures, systems, equipment, and facilities associated with the use of MOX fuel.

6. Test/Demonstration Fuel Irradiation

The Contractor shall ensure that all required permits and licenses are obtained, the MOX test/demonstration fuel is irradiated in a commercial U.S. reactor identified by the Contractor, and inspections and post-irradiation fuel examinations are performed, if required by the Fuel Qualification Plan. If post-irradiation examination is necessary, the Contractor may only use applicable DOE facilities in accordance with existing DOE agreements, court orders and other applicable laws, including quantity limits and schedules for removal of such materials. The Contractor shall obtain the necessary shipping cask(s) for transporting irradiated MOX fuel assemblies or pins to the examination facilities designated by DOE and selected by the Contractor. The Contractor shall ship irradiated MOX fuel assemblies or pins in compliance with NRC and DOT requirements. The Contractor shall ship all post irradiation examination materials in accordance with DOE direction and in compliance with applicable laws, regulations and DOE orders.

MOX fuel assemblies shall be clearly identified and remain intact at the reactor site, i.e., assemblies should not be planned for deconstitution. The only exceptions allowed are for planned testing that requires removal of pins or for fuel damaged during irradiation that requires removal of pins. Damaged fuel that needs to be withdrawn from the fuel assemblies shall be withdrawn and stored pending examination or disposal.

D. Project Management and Administration

The Contractor shall perform all project management and administration activities. This includes, but is not limited to : project baseline development; performance measurement; change management; risk assessment; support for project budget requests; configuration management; integration of project technical requirements; integration of transportation requirements related to SNM; design of a fresh MOX fuel transportation package; development and maintenance of an outreach program; contract administration; procurement, except as specified elsewhere in the contract, of goods and services to support the project; and other support activities.

1. Project Planning, Control, and Reporting

a. Development of a Project Management Plan

The Contractor shall develop, implement and update as required a Project Management Plan (PMP) which sets forth the plans, organization and systems to be utilized by the Contractor to manage the project. The PMP requires DOE approval. The PMP shall include, but is not limited to : a detailed description of the methodology for ensuring the successful integration of all management and technical requirements of the project across all participating organizations; a clear identification of the limits of management authority (e.g. work authorization, funds management, control of indirect costs) for all project activities; a project organizational chart; a procedure for the replacement of team members; and a summary description of the Contractor's plan for addressing labor relations issues for the project. The PMP shall also include the following:

- (1) A Project Execution Risk Assessment (PERA) which grades areas of identified risk as low, medium, or high, relative to their potential impact on the project. The PERA shall include a cost/schedule benefit analysis strategy for the identified areas of risk. The PERA shall be updated annually.
- (2) A detailed description of the Contractor's Project Management and Control System (PMCS). The PMCS shall serve as the basis for planning, development and management of technical, cost, and schedule baselines for all project activities. The PMCS shall contain a detailed description of the configuration management program including when each major element of design is to be placed under configuration control. The PMCS shall also be used for budget development, performance measurement, project reporting and analysis and funds management. DOE will perform a conformance review of the Contractor's PMCS to ensure actual operations of the system complies with the system description.
- (3) A Project Baseline Plan (PBP) which describes the technical, cost and schedule baselines for the MOX fuel project in accordance with the PMCS. The Contractor shall expand the detail of the Project Baseline Plan submitted in

response to the RFP to the work package level as appropriate. Technical, cost, and schedule baseline information for unexercised contract options shall be summarized at an appropriate level of the Contract Work Breakdown Structure (CSWBS) in the initial PBP.

Deliverables:

The Contractor shall submit a **Project Management Plan** for DOE approval within 75 days of contract award. DOE shall provide comments on the PMP within 30 days of its receipt. Upon receipt of DOE's comments, the Contractor shall have 21 days to resolve any issues regarding DOE's comments.

b. Support For Budget Requests

The Contractor shall perform budget analyses to support the project's resource requirements as requested by DOE.

c. Project Review Meetings

The Contractor shall participate in quarterly project reviews with the DOE project and program management staff. The reviews shall include project status, performance to date and outstanding issues. Quarterly review meetings will be scheduled by mutual agreement of the Contractor and DOE. The Contractor shall be responsible for preparing agreements and commitments prior to the end of each quarterly meeting. The DOE TM and the Contractor project manager shall approve the agreements and commitments.

2. Outreach Programs

In cooperation with DOE, the Contractor shall develop and implement an Outreach Program to support DOE's commitment to openness and appropriate public participation in decision-making. Key attributes of the Outreach Program are as follows:

- a. Development of a program and program materials describing the MOX Fuel Project for use with local, state, and national interest groups.
- b. Development of a protocol for coordinating outreach activities with DOE and DOE Host Site contractors for responding to the news media and information requests from the public.

3. SNM Transportation

a. SNM Transportation Integration Management Plan

The Contractor shall develop and submit for DOE approval a SNM Transportation Integration Management Plan that describes the roles and responsibilities, lead time requirements and how communications between project participants will be conducted with respect to transportation of the following SNM:

- (1) Plutonium oxide feed materials to the MOX Fuel Fabrication Facility and the test/demonstration fuel fabrication facility ;
- (2) Fresh MOX fuel assemblies to the mission reactors ;
- (3) Fresh test/demonstration fuel to reactor(s) for irradiation ;
- (4) Irradiated test/demonstration fuel to the PIE facility if required by the Fuel Qualification Plan.

Deliverable:

The Contractor shall submit a **SNM Transportation Integration Management Plan** for DOE approval no later than 8 months after contract award. DOE will require 60 days to review the plan and provide comments. The Contractor shall have 30 days to accept the comments and incorporate them or to hold a comment resolution meeting with DOE to resolve any differences. DOE will provide its final position within 5 days after the comment resolution meeting.

b. Fresh MOX Fuel Transportation Package

- (1) The Contractor shall ensure the preparation of an application for and shall obtain an NRC Certificate of Compliance for a fresh MOX fuel package design. The certificate shall be for a Type B(U)F package design. The Contractor or the Fuel Fabricator shall be the certificate holder and primary user. Utilities involved in the irradiation of MOX fuel, along with DOE, shall be secondary users of the NRC certified package design. The package shall

comply with DOT regulations (49 CFR Parts 171-180) and shall be certified to NRC regulations (10 CFR Part 71).

- (2) Subject to any conflicting NRC requirements, the Contractor shall ensure that the design of the MOX fresh fuel package conforms to the MOX Fresh Fuel Package Technical Requirements contained in Reference ORNL/TM-13526.
- (3) The Contractor shall integrate the MOX fresh fuel package into a MOX fuel transportation system which will operate to move the fuel from the MOX Fuel Fabrication Facility to the mission reactors as cost effectively as practical, where the cost represents the total cost to the Government. To the extent practical, one fuel package design shall be compatible with all reactor sites and core designs.
- (4) The Contractor shall ensure the preparation and submittal for DOE approval of a MOX fresh fuel package certification plan.
- (5) The Contractor shall prepare an estimated total life-cycle cost which shall include, but is not limited to : the cost of package design, testing, and certification; packaging acquisition and maintenance; any acquisitions of ancillary hardware; any necessary facility interface modification (e.g., modifications at the mission reactor sites); and disposal of the packagings when the mission is complete.
- (6) The Contractor may at his discretion consider the package conceptual design developed jointly by DOE and ORNL as an initiation point for the detailed package design (Reference ORNL/TM-13526, ORNL/TM-13427, and ORNL/TM-13574).
- (7) The Contractor shall ensure that design reviews are conducted, as applicable, at approximately 30 and 85 percent of the completion of the design effort. The design reviews shall be attended by representatives of those organizations responsible for the design, the DOE TM and the DOE Contracting Officer or designee. The Contractor shall notify DOE 30 days prior to the date of the design review. This notification shall include an agenda with the necessary reference materials for the design review. After the design review, a comprehensive report which documents

agreements and commitments resulting from the design reviews shall be prepared by the Contractor and approved by DOE. Following the design review by DOE, the proposed Certificate of Compliance holder shall provide a technical briefing to the NRC Certifying Official regarding the status of the MOX Package design process, including schedule updates about when the final design and SARP will be submitted to NRC for certification.

- (8) The Contractor shall ensure that the final design of the MOX fresh fuel package(s), including the Safety Analysis Report for Packaging (SARP), are submitted to NRC and that any subsequent revisions are made as required by NRC.
- (9) The Contractor shall prepare a procurement plan to enable procurement of the desired number of MOX fresh fuel packages on a schedule so they are available prior to initiation of mission fuel irradiations.

Deliverables:

- 1) The Contractor shall submit a **MOX Fresh Fuel Package Certification Plan** to DOE within 120 days of contract award. DOE will require 30 days to review and comment on the document. The Contractor will have 30 days to accept the comments and incorporate them or to hold a comment resolution meeting with DOE to resolve differences. DOE will provide its final position 5 days after the comment resolution meeting. DOE approval is required.
- 2) The Contractor shall, upon resolution of DOE design review comments, have the proposed Certificate of Compliance holder submit to NRC the **MOX Fresh Fuel Package Certificate of Compliance Application** including the final design and a completed SARP no later than 36 months after contract award. The MOX Fresh Fuel Package Certificate of Compliance Application shall be provided to DOE for information at the same time the package is submitted to NRC. The proposed Certificate of Compliance holder shall be responsible for resolving all questions with NRC, preparing revised SARP information and re-submitting safety documentation to NRC to obtain certification of the package design in a timely manner consistent with the MOX fuel shipment schedule.

- 3) The Contractor shall submit for DOE approval the **MOX Fresh Fuel Package Procurement Plan** with estimated costs and schedule, for the acquisition of the fleet of needed MOX fresh fuel packages within 36 months from award of contract. The DOE will require 60 days to evaluate the document. The Contractor will have 30 days to accept the comments and incorporate them or to hold a comment resolution meeting with DOE to resolve any differences. DOE will provide its final position within 5 days after the comment resolution meeting.

4. Advance Procurement Plan

The Contractor shall submit an Advance Procurement Plan, on an annual basis, which identifies those subcontracts which will be submitted to DOE for approval in accordance with the clause of this contract entitled, "Subcontracts," during the succeeding twelve months.

Deliverables:

The Contractor shall submit for DOE approval the **Advance Procurement Plan** within 9 months of contract award and annually thereafter.

III. Option 1 SOW

Option 1 includes construction, construction management functional check-out, and cold start-up of the MOX Fuel Fabrication Facility; defense of NRC licensing documents for the MOX Fuel Fabrication Facility and the mission reactors; construction of required modifications to mission reactors and facilities; procurement of fresh MOX fuel assemblies shipping packages; and the supporting project management activities. Option 1 requirements and associated deliverables are provided by each of the four main elements of the project, i.e., MOX Fuel Fabrication Facility, Fuel Qualification, Irradiation Services and Project Management and Administration.

A. MOX Fuel Fabrication Facility Requirements and Deliverables

The Contractor shall perform construction management services and ensure the successful completion of functional check-out, and cold start-up of the facility which includes utilizing depleted uranium oxide or natural uranium oxide as a surrogate for PuO₂. The Contractor shall ensure that a plan to demonstrate that the facility is ready for plutonium-based operations is prepared and executed.

1. Construction Management Services

- (a) The Contractor shall furnish personnel, facilities, equipment, materials, and supplies necessary to perform all construction management services required for the construction of the MOX Fuel Fabrication Facility.
- (b) The Contractor shall be responsible for planning, managing, and controlling all construction activities, including award and management of construction subcontracts and shall implement an overall construction program best suited to meet project objectives.
- (c) The Contractor shall not perform any construction with its own forces. All construction activities shall be procured on a competitive fixed-price basis to the maximum extent practicable.
- (d) The Contractor shall be responsible for ensuring that the facility, as constructed, conforms to all applicable requirements, drawings and specifications.
- (e) The Contractor shall ensure that the facility is constructed in accordance with all applicable laws and regulations. The Contractor shall ensure that all necessary licenses and permits are obtained prior to the commencement of the affected construction.

- (f) The Contractor shall procure long lead procurement items and prepare construction bid packages, including preparation of bid documents, and evaluation of bids, award, inspection, acceptance, storage and protection of procured items.
- (g) The Contractor may procure specialty equipment including fuel fabrication equipment, nuclear safety equipment, alpha-containment, and ventilation equipment and other items as may be approved by the Contracting Officer.
- (h) The Contractor shall administer all subcontracts.
- (i) The Contractor shall ensure the performance of site management within the boundaries of the MOX Fuel Fabrication Facility including operation and maintenance of construction support facilities, utilities, site security, and interface with the DOE Host Site.
- (j) The Contractor shall ensure the development and implementation of management programs for procurement, property, quality assurance, environmental protection, labor relations, and site security.

2. Construction Documentation

The Contractor shall prepare construction documentation and develop and maintain a system for indexing and retrieving construction documentation such as permit certifications, construction and installation reports, quality assurance records (such as receipt and testing records, instrumentation test and calibration, etc.), subcontracts, design and construction configuration management records, as-built drawings, and other similar quality construction management records. These documents shall remain the property of the Government and be a permanent part of the project record.

3. Functional and Operability Testing Plan

The Contractor shall ensure the preparation of a Functional and Operability Testing Plan for the MOX Fuel Fabrication Facility's components, subsystems, systems, and integrated systems as part of the construction turn-over process to operations personnel. This plan shall describe how the Contractor will accept the completed facility from the construction subcontractor. This plan shall also define when cold start-up; hot start-up; and transition to full operations of the MOX Fuel Fabrication Facility are complete. This Plan shall be submitted to DOE for approval. During hot

start-up and transition to full operations, the net plutonium utilization factor shall not be less than 99.25%.

Deliverable:

The Contractor shall submit the **Functional and Operability Testing Plan** to DOE for approval no later than 6 months after the initiation of Option 1. DOE will require 90 days to review the document and provide comments. The Contractor shall have 30 days to accept the comments and incorporate them or to hold a comment resolution meeting with DOE to resolve any differences. DOE will provide its final position within 5 days after the comment resolution meeting.

4. Construction and Cold Start-Up Completion Certification.

The Contractor shall ensure completion of construction in accordance with approved specifications, licenses, permits, and designs. The Contractor shall ensure the successful performance of functional check-out and cold start-up testing. In addition, the Contractor shall ensure that all training and procedures are in place for hot start-up and transition to full operations. The Contractor shall provide certification to DOE that: (1) all facilities and hardware are acceptable; (2) all required procedures are issued and appropriate personnel trained; and (3) the required infrastructure is in place for the commencement of hot start-up of the MOX Fuel Fabrication Facility. The Contractor shall ensure that the MOX Fuel Fabrication Facility License Applicant submits the appropriate documentation for hot start-up to NRC.

Deliverable:

Thirty (30) days after completion of Cold Start-up, the Contractor is required to submit to DOE for approval the **Certification of Successful Completion of Construction and Cold Start-Up Testing in Accordance with the Functional and Operability Testing Plan.** The DOE will have up to 60 days to review the document and may request to review specific information used as the basis for the certification. This certification may be submitted to NRC, if required, during the DOE review period.

5. MOX Fuel Fabrication Process Qualification Plan

The Contractor shall ensure preparation of a MOX Fuel Fabrication Process Qualification Plan. The Plan shall include, but is not limited to : a description and flowchart for processes; product specifications; individual

process qualification plans; quality assurance/quality control (QA/QC) plans; fabrication and inspection procedures; and required data records for fuel pellet, fuel rod and fuel assembly production.

Deliverable:

The Contractor shall submit for DOE approval the **MOX Fuel Fabrication Process Qualification Plan** at least 120 days prior to Hot Start-up. DOE will require 60 days to review the document and provide comments. The Contractor shall have 30 days to accept the comments and incorporate them or to hold a comment resolution meeting with DOE to resolve any differences. DOE will provide its final position within 5 days after the comment resolution meeting.

6. Maintenance and Operating Procedures

The Contractor shall ensure that the MOX Fuel Fabrication Facility License Applicant develops and implements a Procedures Management System (PMS) Manual which provides instructions on the preparation, review, approval, control and implementation of procedures used to administer, operate and maintain the MOX Fuel Fabrication Facility. The PMS manual shall mandate that procedures require that: (1) protection of employees, the public and the environment is a priority whenever activities are planned and performed; (2) personnel possess the experience, knowledge, skills, and abilities that are necessary to discharge their responsibilities; (3) equipment, systems, and facilities are operated and maintained in a manner which protects the Government's investment; and (4) operational requirements defined elsewhere in the SOW are implemented.

All necessary administration, operations and maintenance procedure manuals for the MOX Fuel Fabrication Facility will be prepared in accordance with the DOE approved PMS manual.

The maintenance procedure manual(s) shall, as a minimum address the following areas:

- The identification, inventory, and periodic assessment of the condition of physical assets in the maintenance program.
- The establishment of requirements, budget, and a work management system to maintain physical assets in a condition suitable for their intended use.
- The preventive, predictive and corrective maintenance to ensure physical asset availability for planned use and/or proper disposition.

- The management of backlogs associated with maintenance, repair and capital improvements

Deliverables:

The Contractor shall submit for DOE approval the **Procedures Management Systems (PMS) Manual** 120 days after the start of construction. DOE will require 60 days to review the document and provide comments. The Contractor shall have 30 days to accept the comments and incorporate them or to hold a comment resolution meeting with DOE to resolve any differences. DOE will provide its final position within 5 days after the comment resolution meeting.

7. Procurement of Certified Fresh MOX Fuel Shipping Packages

In accordance with the DOE approved MOX Fresh Fuel Package Procurement Plan, the Contractor or his designee shall procure, receive, inspect, and properly store all required certified packages for the transportation of fresh MOX fuel from the MOX Fuel Fabrication Facility to the mission reactors.

8. Nuclear Materials Management Program

The Contractor shall ensure that the MOX Fuel Fabrication Facility License Applicant develops a nuclear materials management program which includes, but is not limited to, compliance with safeguards and security requirements, IAEA reporting requirements, receipt inspection, safety management requirements, production information requirements and an information management system to ensure the coordination of material shipments arriving from the Pit Disassembly and Conversion facility, the uranium supplier, and shipment of completed fuel assemblies for delivery to the mission reactors.

9. Regulatory Management

The Contractor shall ensure that the MOX Fuel Fabrication Facility License Applicant continues defense of NRC license and applicable permit applications and amendments as necessary, and continues to maintain licenses and permits. Activities will be reflected in the annual updates to the Regulatory Management Plan.

10. Development of a Revised Work Task Agreement (WTA) Between the Contractor and the DOE Host Site Contractor for Support of the Hot Start Up and Transition to Full Operations of the MOX Fuel Fabrication Facility.

The Contractor shall ensure that a revised WTA is negotiated with the DOE Host Site Contractor for the Hot Start Up and Transition to Full Operations. The proposed WTA will identify all support required. The WTA will include the estimated cost and schedule for the required support to be provided by the DOE Host Site Contractor. The WTA shall define the roles and responsibilities.

The proposed WTA shall be submitted to the Contracting Officer for approval. (The Contracting Officer and the DOE Contracting Officer for the DOE Host Site will approve the WTA for the work.) The WTA shall be updated as required to address additional support to be provided by the DOE Host Site Contractor.

Deliverable:

The Contractor shall submit to DOE the proposed revision to the **Work Task Agreement** at least 6 months prior to the initiation of Option 2. DOE will require 60 days to review the document and provide comments. The Contractor shall have 30 days to accept the comments and incorporate them or hold a comment resolution meeting with DOE to resolve any differences. DOE will provide its final position within 5 days after the comment resolution meeting. DOE approval of this agreement is required.

B. Fuel Qualification - None

C. Irradiation Services

Mission reactors and site facilities shall be modified as approved by DOE and all applicable licenses and permits shall be obtained to allow MOX fuel to be irradiated.

1. Mission Reactors and Site Facilities Modifications

The Contractor shall ensure that Mission Reactor Licensees procure, construct, install, and test necessary modifications to the mission reactors and the reactor site systems in accordance with NRC requirements and the previously approved Mission Reactors System Modification Plan(s) on a fixed-price basis to the maximum extent practicable.

2. Mission Reactors Licenses and Permits

The Contractor shall ensure that the Mission Reactor Licensees continue, as necessary, licensing and permitting activities identified in the licensing and permitting plans included in the base contract.

3. Mission Reactors Operations

The Contractor shall ensure that the Mission Reactor Licensees implement the MOX fuel utilization training program developed during the base contract and that the appropriate personnel have been trained.

4. Two-Year MOX Fuel Delivery Schedule

The Contractor shall provide to DOE a two-year schedule identifying the amount of PuO_2 required from DOE and the quantities of fresh fuel (including the amounts of kg of MOX, the amounts of kg of Pu at charge, the Pu concentration, the number of assemblies, and the gross weights of each assembly) and the delivery dates for each mission reactor. The Contractor shall update the delivery schedule annually.

Deliverable:

The Contractor shall submit the **Two-Year MOX Fuel Delivery Schedule**. The first schedule shall be submitted to DOE 9 months prior to the required delivery date for the first shipment of fuel; and annually thereafter.

D. Project Management and Administration

The Contractor shall perform all applicable activities and maintain all systems and plans as specified in the base contract.

IV. Option 2 SOW

Option 2 includes hot start-up, transition to full operations, and operations of the MOX Fuel Fabrication Facility, irradiation of MOX fuel in the mission reactors and the supporting project management activities. Option 2 requirements and associated deliverables are provided by each of the four main elements of the project, i.e., MOX Fuel Fabrication Facility, Fuel Qualification, Irradiation Services, and Project Management and Administration.

A. MOX Fuel Fabrication Facility

The Contractor shall ensure that the MOX Fuel Fabrication Facility Licensee performs the activities of hot start-up and transition to full operations described in the Functional and Operability Testing Plan and the MOX Fuel Fabrication Process Qualification Plan developed during Option 1 of the contract.

The Contractor shall ensure that the MOX Fuel Fabrication Facility Licensee manages and operates the MOX Fuel Fabrication Facility consistent with the requirements of this contract.

1. Hot Operations Testing through Transition to Full Operations

The Contractor shall ensure that the MOX Fuel Fabrication Facility Licensee executes the requirements of the Functional and Operability Testing Plan and ensures that the operations are in compliance with the NRC Operating License and any required permits.

Deliverable:

Thirty (30) days after completion of Hot Start-Up and Transition to Full Operations, the Contractor is required to submit to DOE for approval the **Certification of Successful Completion of Hot Start-up Testing and Transition to Full Operations in Accordance with the Functional and Operability Testing Plan**. The DOE will have up to 60 days to review the document and may request to review specific information used as the basis for the certification. This certification may be submitted to NRC, if required.

2. MOX Fuel Fabrication Process Qualification Plan Implementation

The Contractor shall ensure that the MOX Fuel Fabrication Facility Licensee implements the MOX Fuel Fabrication Process Qualification Plan. The Contractor shall certify to DOE that the requirements of the Plan have been completed as specified in the plan.

Deliverable:

The Contractor shall submit the **Certification of Completion of the MOX Fuel Fabrication Process Qualification Plan** no later than 1 month after the completion of Hot Start-up and Transition to Full Operations. The DOE will require up to 60 days to review the document and may request to review specific information used as a basis for the certification. This certification may be submitted to NRC, if required.

3. Fuel Production

The Contractor shall ensure that the MOX Fuel Fabrication Facility Licensee (1) manages, operates and maintains the MOX Fuel Fabrication Facility; (2) produces MOX fuel in accordance with fuel specifications for mission reactors; (3) maintains the capability to operate in a surveillance and maintenance mode; and (4) provides the Contractor with a requested PuO₂ delivery schedule updated on an annual basis. The plutonium oxide storage cans, which are received from the pit disassembly and conversion facility, shall not be opened until the contents are needed for process operations. The Contractor shall ensure that all fuel assembly components are obtained. The Contractor shall ensure conversion of uranium to UO₂, if necessary, and the transportation and packaging of all uranium materials. Final assembly of the fuel assembly components into a completed MOX fuel bundle shall occur at the MOX Fuel Fabrication Facility. All fuel shall be shipped as completed MOX fuel bundles except as may be otherwise authorized by the Contracting Officer. The Contractor shall ensure that the MOX Fuel Fabrication Facility Licensee uses, maintains, and replaces, as necessary, the fresh MOX fuel packages and that all waste materials are packaged in accordance with DOE Host Site requirements.

4. Analytical Services

The Contractor shall ensure that the MOX Fuel Fabrication Facility Licensee performs laboratory and analytical services sufficient to provide prompt support for the MOX fuel fabrication operations.

5. Nuclear Materials Management Program

The Contractor shall ensure that the MOX Fuel Fabrication Facility Licensee implements the nuclear materials management program developed during Option 1.

6. Licenses and Permits

The Contractor shall ensure that the MOX Fuel Fabrication Facility Licensee maintains the NRC license to possess and use special nuclear materials and other required permits and has the capability to update the SAR and environmental reports, support regulatory inspections (NRC, OSHA, and other agencies), amend the operating license, and provide other actions necessary for continued operation of the MOX Fuel Fabrication Facility.

7. International Atomic Energy Agency Support

The Contractor shall ensure that the MOX Fuel Fabrication Facility Licensee provides all necessary support to the IAEA including the provision of laboratory space and access to appropriate documents and records.

8. Deactivation Planning

The Contractor shall provide to DOE an update, as appropriate, but no more frequently than annually, of the MOX Fuel Fabrication Facility Deactivation Plan. The plan may need to be updated as a result of, for example, changes to the facility, advances in technology, changes in the estimated costs for the effort, or changes in licensing requirements.

Deliverable:

One year after the start of construction of the MOX Fuel Fabrication Facility, the Contractor shall prepare an annual update of the **Deactivation Plan**, as appropriate, for DOE information.

9. Revision of the Work Task Agreement (WTA) Between the Contractor and the DOE Host Site Contractor for Support of Hot Start-up and Transition to Full Operations of the MOX Fuel Fabrication Facility.

The Contractor shall ensure that the WTA prepared in Option 1 is updated as may be required. The proposed revision to the WTA will identify all support required. The WTA will include the estimated cost and schedule for the required support to be provided by the DOE Host Site Contractor. The WTA shall define the roles and responsibilities.

The proposed revision to the WTA shall be submitted to the Contracting Officer for approval. (The Contracting Officer and the DOE Contracting Officer for the DOE Host Site will approve the WTA for the work.) The

WTA shall be revised, as required, to address additional support to be provided by the DOE Host Site Contractor.

Deliverable:

The Contractor shall submit to DOE the proposed revision to the **Work Task Agreement** as required. DOE will require 60 days to review the document and provide comments. The Contractor shall have 30 days to accept the comments and incorporate them or hold a comment resolution meeting with DOE to resolve any differences. DOE will provide its final position within 5 days after the comment resolution meeting. DOE approval of this agreement is required.

B. Fuel Qualification - None

C. Irradiation Services

The Contractor shall ensure that the Mission Reactor Licensees irradiate MOX fuel in the mission reactors to a minimum burnup level of 20,000 MWd/MTHM on an assembly basis. The Contractor shall update the two-year MOX fuel delivery schedule.

1. Irradiation

The Contractor shall ensure that the Mission Reactor Licensees (a) irradiate MOX fuel only in the mission reactors; (b) facilitate visits by the IAEA; (c) provide necessary MOX fuel safeguards and security; and (d) store and handle spent MOX fuel pending disposal in accordance with the requirements of the Nuclear Waste Policy Act and their NRC licenses. The Contractor shall confirm achievement of a minimum burnup level of 20,000 MWd/MTHM on an assembly basis.

The Contractor shall provide an annual inventory report of all MOX fuel assemblies located at mission reactors. The report shall include the total number of assemblies, the total kilograms of MOX fuel, total kilograms of Pu at charge, and their present burnup.

MOX fuel assemblies shall be clearly identified and remain intact at the reactor site, i.e., assemblies should not be planned for deconstitution. The only exceptions allowed are for planned testing that require removal of pins or for fuel damaged during irradiation that requires removal of pins. Damaged fuel that needs to be withdrawn from the fuel assemblies shall be withdrawn and stored pending examination or disposal.

Deliverable:

Two years after the start of irradiation of mission fuel, the Contractor shall submit the **Mission Reactors Annual Inventory Report** to DOE for information.

2. Update of Two-Year MOX Fuel Delivery Schedule

The Contractor shall continue to annually update and submit to DOE the Two-Year MOX Fuel Delivery Schedule which identifies the quantities of fresh fuel and the required delivery schedules for the mission reactors.

Deliverable:

The Contractor shall submit the **Two-Year MOX Fuel Delivery Schedule**. This schedule shall be submitted to DOE annually.

D. Project Management and Administration

The Contractor shall perform all applicable activities and maintain all systems and plans as specified in the Statement of Work for the base contract.

V. Option 3 SOW

Option 3 includes deactivation of the MOX Fuel Fabrication Facility and supporting project management activities, Option 3 requirements and associated deliverables are provided by each of the four main work elements of the project, i.e., MOX Fuel Fabrication Facility, Fuel Qualification, Irradiation Services and Project Management and Administration.

A. MOX Fuel Fabrication Facility

Upon completion of the MOX Fuel Fabrication Facility mission, the Contractor shall ensure that the MOX Fuel Fabrication Facility Licensee deactivates the MOX Fuel Fabrication Facility in accordance with the approved Deactivation Plan.

1. MOX Fuel Fabrication Facility Deactivation Requirements and Deliverables

The Contractor shall ensure that the MOX Fuel Fabrication Facility Licensee performs deactivation of the MOX Fuel Fabrication Facility in accordance with the approved Deactivation Plan and the NRC license. The Contractor shall certify to the Government that the MOX Fuel Fabrication Facility has been deactivated in accordance with the plan and the NRC license requirements. Upon approval of the certification, the DOE shall accept responsibility for the facility.

The Contractor shall dispose of or otherwise effect the disposition of the fresh MOX fuel packages in accordance with the terms of the contract.

Deliverable:

The Contractor shall provide for DOE approval a **Certification of Deactivation Completion**. DOE will have up to 60 days to review the document and may request to review specific information used as a basis for the certification.

2. Revision of the Work Task Agreement (WTA) Between the Contractor and the DOE Host Site Contractor for Support of the Deactivation of the MOX Fuel Fabrication Facility.

The Contractor shall ensure that the WTA prepared in Option 2 is updated as may be required. The proposed revised WTA will identify all support required. The WTA will include the estimated cost and schedule for the required support to be provided by the DOE Host Site Contractor. The WTA shall define the roles and responsibilities.

The proposed revision to the WTA shall be submitted to the Contracting Officer for approval. (The Contracting Officer and the DOE Contracting Officer for the DOE Host Site will approve the WTA for the work.) The WTA shall be updated as required to address additional support to be provided by the DOE Host Site Contractor.

Deliverable:

The Contractor shall submit to DOE the proposed revision to the **Work Task Agreement** within 30 days of the initiation of Option 3. DOE will require 15 days to review the document and provide comments. The Contractor shall have 7 days to accept the comments and incorporate them or hold a comment resolution meeting with DOE to resolve any differences. DOE will provide its final position within 5 days after the comment resolution meeting. DOE approval of this agreement is required.

- B. Fuel Qualification - None**
- C. Irradiation Services - None**
- D. Project Management and Administration**

The Contractor shall perform all applicable activities and maintain all systems and plans as specified in the Statement of Work for the base contract.

PART III

SECTION J

2. ACRONYMS, ABBREVIATIONS AND ELEMENTS

ACRONYMS, ABBREVIATIONS, ELEMENTSACRONYMS

AE	Architect-Engineer
ALARA	As Low As Reasonably Achievable
ARIES	Advanced Recovery and Integrated Extraction System
ASTM	American Society for Testing and Materials
BWR	Boiling Water Reactor
CANDU	Canadian Deuterium-Uranium Reactor
CFR	Code of Federal Regulations
CH	Chicago Operations Office (DOE)
CLWR	Commercial Light Water Reactors
CM	Construction Management
CO	Contracting Officer
CoC	Certificate of Compliance
COR	Contracting Officer's Representative
COTR	Contracting Officer's Technical Representative
CSWBS	Contract Summary Work Breakdown Structure
D&D	Decontamination & Decommissioning
DOE	Department of Energy
DOE/MD	Department of Energy Office of Fissile Materials Disposition
DOE-STD	Department of Energy Standard
DOT	Department of Transportation
EA	Environmental Assessment
EFPD	Effective Full Power Days
EIS	Environmental Impact Statement
EPA	Environmental Protection Agency
ES&H	Environment, Safety and Health
FERC	Federal Energy Regulatory Commission
FMDP	Fissile Materials Disposition Program
FQAP	Facility Quality Assurance Plan
FSAR	Final Safety Analysis Report
G&A	General and Administrative
HLW	High-Level Waste (radioactive)
HM	Heavy Metal
HQ	Headquarters (DOE)
IAEA	International Atomic Energy Agency
INEEL	Idaho National Engineering and Environmental Laboratory
INPO	Institute of Nuclear Power Operations
LANL	Los Alamos National Laboratory
LEU	Low-Enriched Uranium
LLW	Low-Level Waste (radioactive)
LTA	Lead Test Assembly
LUA	Lead Use Assembly
LWR	Light Water Reactor
M&O	Management and Operating Contractor
MD	Office of Fissile Materials Disposition
MOX	Mixed Oxide (plutonium and uranium oxides)
MT	Metric Tonnes
MTHM	Metric Tonnes Heavy Metal
NAS	National Academy of Science
NEPA	National Environmental Policy Act of 1969

ACRONYMS

NOV	Notice of Violation
NRC	Nuclear Regulatory Commission
OBS	Organizational Breakdown Structure
O&M	Operations and Maintenance
ORNL	Oak Ridge National Laboratory
OSHA	Occupational Safety and Health Administration
PBP	Project Baseline Plan
PEIS	Programmatic Environmental Impact Statement
PERA	Project Execution Risk Assessment
PIDAS	Perimeter Intrusion Detection and Assessment System
PIE	Post-irradiation Examination
PMCS	Project Management Control System
PMP	Project Management Plan
PMS	Procedures Management System
PSAR	Preliminary Safety Analysis Report
PSWBS	Project Summary Work Breakdown Structure
PUC	Public Utility Commission
PWR	Pressurized Water Reactor
QA	Quality Assurance
QC	Quality Control
RF	Russian Federation
RFP	Request for Proposals
ROD	Record of Decision
S&S	Safeguards and Security
SALP	Systematic Assessment of Licensee Performance
SAR	Safety Analysis Report
SEB	Source Evaluation Board
SNM	Special Nuclear Material
SOW	Statement of Work
SPD	Surplus Plutonium Disposition
SRS	Savannah River Site
SST	Safe, Secure Trailer
TA	Test Area
TBD	To be Determined
TEC	Total Estimated Cost
TM	Technical Manager
TRU	Transuranic Waste (Radioactive)
UCNI	Unclassified Nuclear Information
US	United States
WBS	Work Breakdown Structure

ABBREVIATIONS

BTU	British Thermal Unit
Ci/g	Curies/Gram
Keff	Effective Multiplication Factor
Kg	Kilogram
m ²	Square Meter
m ³	Cubic Meter
mg	Milli gram
mrem	Millirem
MWd	Megawatt Days
MWe	Megawatt Electric
MWh	Megawatt Hour
Yr	Year

INFORMATION FOR ENVIRONMENTAL DATA

CO	Carbon Monoxide
NO ₂	Nitrogen Dioxide
No _x	Nitrogen Oxides
PM ₁₀	Particulate Matter Less than 10 Micron Aerodynamic Mass Mean Diameter
SO ₂	Sulphur Dioxide
VOC	Volatile Organic Compounds

ELEMENTS

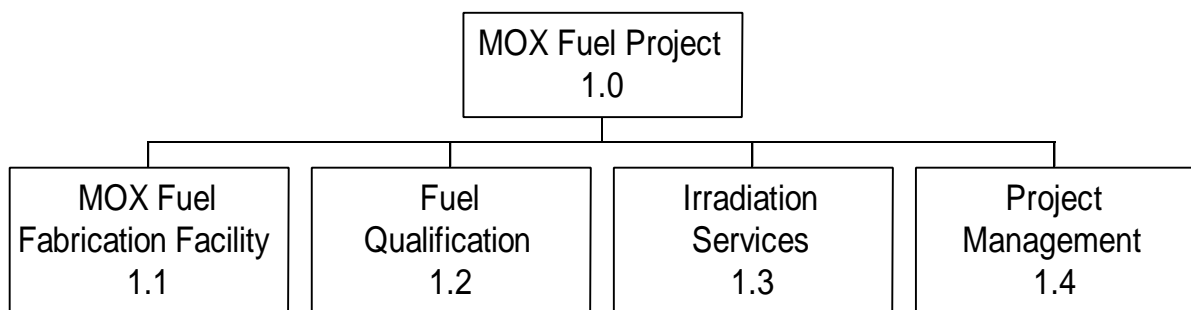
DUF ₆	Depleted Uranium Hexafluoride
Pu	Plutonium
PuO ₂	Plutonium Oxide
U	Uranium
UO ₂	Uranium Dioxide

PART III

SECTION J

3. PROJECT SUMMARY WORK BREAKDOWN STRUCTURE

MOX FUEL PROJECT SUMMARY WORK BREAKDOWN STRUCTURE



PART III

SECTION J

4. DOE F 1332.1, REPORTING REQUIREMENTS CHECKLIST

1. PROGRAM/PROJECT TITLE		2. IDENTIFICATION NUMBER	
Mixed Oxide (MOX) Fuel Fabrication and Reactor Irradiation Services		DE-RP02-98CH10888	
3. PARTICIPANT NAME AND ADDRESS			
4. PLANNING AND REPORTING REQUIREMENTS			
A. General Management		E. Financial Incentives	
<div><input checked="" type="checkbox"/> Management Plan</div> <div><input checked="" type="checkbox"/> Status Report</div> <div><input checked="" type="checkbox"/> Summary Report</div>		<div><input type="checkbox"/> Statement of Income and Expense</div> <div><input type="checkbox"/> Balance Sheet</div> <div><input type="checkbox"/> Cash Flow Statement</div> <div><input type="checkbox"/> Statement of Changes in Financial Position</div> <div><input type="checkbox"/> Loan Drawdown report</div> <div><input type="checkbox"/> Operating Budget</div> <div><input type="checkbox"/> Supplementary Information</div>	
B. Schedule/Labor/Cost		F. Technical	
<div><input checked="" type="checkbox"/> Milestone Schedule/Plan</div> <div><input checked="" type="checkbox"/> Labor Plan</div> <div><input type="checkbox"/> Facilities Capital Cost of Money Factors Computation</div> <div><input type="checkbox"/> Contract Facilities Capital and Cost of Money</div> <div><input checked="" type="checkbox"/> Cost Plan</div> <div><input checked="" type="checkbox"/> Milestone Schedule/Status</div> <div><input checked="" type="checkbox"/> Labor Management Report</div> <div><input checked="" type="checkbox"/> Cost Management Report</div>		<div><input type="checkbox"/> Notice of Energy RD&D Project (Requirement with any of the following)</div> <div><input type="checkbox"/> Technical Progress Report</div> <div><div><input type="checkbox"/> Draft for Review</div><div><input type="checkbox"/> Final for Approval</div></div> <div><input type="checkbox"/> Topical Report</div> <div><div><input type="checkbox"/> Final Technical Report</div><div><input type="checkbox"/> Draft for Review</div><div><input type="checkbox"/> Final for Approval</div></div> <div><input type="checkbox"/> Software</div> <div><div><input checked="" type="checkbox"/> Other (Specify) <u>Funds Status Report</u> <u>Sow Deliverables</u></div></div> <div><input type="checkbox"/> Cost Loaded/Time Line Plan</div>	
C. Exception Reports			
<div><input checked="" type="checkbox"/> Conference Record</div> <div><input checked="" type="checkbox"/> Hot Line Report</div>			
D. Performance Measurement			
<div><input checked="" type="checkbox"/> Management Control System Description</div> <div><div><input checked="" type="checkbox"/> WBS Directory</div><div><div><input checked="" type="checkbox"/> Index</div><div><input checked="" type="checkbox"/> Element Definition</div></div></div> <div><div><input checked="" type="checkbox"/> Cost Performance Reports</div><div><div><input checked="" type="checkbox"/> Format 1 -WBS</div><div><input type="checkbox"/> Format 2 - Function</div><div><input checked="" type="checkbox"/> Format 3 - Baseline</div></div></div>			
5. FREQUENCY CODES			
A - As required		M - Monthly	
C - Change to Contractual Agreement		O - Once after award	
F - Final (End of effort)		Q - Quarterly	
		S - Semi-Annually	
X - With Proposal/Bid/Application or with Significant Changes		Y - Yearly or upon Renewal of Contractual Agreement	
		Z - Upon Significant Changes	
6. SPECIAL INSTRUCTIONS (ATTACHMENTS)			
<div><input checked="" type="checkbox"/> Report Distribution List/Addresses</div> <div><input type="checkbox"/> Reporting Elements</div> <div><input type="checkbox"/> Due Dates</div>		<div><input type="checkbox"/> Analysis Thresholds</div> <div><input type="checkbox"/> Work Breakdown Structure</div> <div><input checked="" type="checkbox"/> Other - NOTES AND INSTRUCTIONS</div>	
7. PREPARED BY (SIGNATURE AND DATE)		8. REVIEWED BY (SIGNATURE AND DATE)	

Reporting Requirements Checklist Notes

- Note 1 Development of a Project Management Plan is an element of the Statement of Work for the contract.
- Note 2 Schedule information and milestones provided in the Contractors proposal shall be incorporated in the Milestone Schedule/ Plan which shall be a component of the Project Management Plan.
- Note 3 The summary cost plan provided in the Contractors proposal shall be extended and displayed down to the work package level of the WBS.
- Note 4 Development of a Management Control System Description is an element of the Statement of Work for the contract.
- Note 5 The Contract Summary Work Breakdown Structure (CSWBS) provided in the Contractors proposal shall be extended and displayed down to the work package level of the WBS.
- Note 6 The Contractor may propose alternate formats for these reports to the Contracting Officer. Approval by the Contracting Officer is required to initiate the use of alternate formats.

REPORT DISTRIBUTION LIST

RFP No. DE-RP02-98CH10888	Plans and Reports Specified on Checklist	Deliverables specified in Statement of Work	
<u>Addressees:</u>	<u>Number of Report Copies</u>	<u>Special Instructions</u>	
Contracting Officer *	2	2	
HQ Program Officer *	2	2	
Project Manager *	4	4	

* Address(es) To Be Determined

PART III

SECTION J

5. LIST OF KEY PERSONNEL

The key personnel referred to in the clause entitled, “Key Personnel” set forth in Part II, Section I, are: *

PART III

SECTION J

6. BILLING INSTRUCTIONS

PART III

SECTION J

LIST OF ATTACHMENTSBILLING INSTRUCTIONS

(For Cost-Reimbursement Type Contracts)

- I. Introduction. These instructions are provided for use by Contractors in the preparation and submission of vouchers requesting reimbursement on a voucher submission payment basis for work performed under cost-reimbursement type contracts. Compliance with these instructions will reduce correspondence, and other causes for delay, to a minimum and will thus promote prompt payments to the Contractor.
- II. Voucher Form. In requesting reimbursement, Contractors shall use Standard Form 1034 (Public Voucher for Purchases and Services Other Than Personal) (see Exhibit A), supported by a Statement of Cost (see Exhibit B). An acceptable substitute (which provides the same necessary information as found in Exhibits A and B of these instructions) may be used.
- III. Preparation. Standard Form 1034 shall be completed in accordance with the following instructional notations (see counterpart notations on Exhibit A):
 - (1) Leave Blank.
 - (2) Enter voucher number (number consecutively, commencing with "1"). Completion/final vouchers shall clearly be marked as such.
 - (3) Enter date voucher prepared.
 - (4) Enter contract number and date of contract award.
 - (5) Enter contractor's name, mailing address, and telephone number of office responsible for submitting voucher.
 - (6) If a task order or project agreement is involved in the billing, enter the number and date of the task order or project agreement, otherwise leave blank.
 - (7) Identify the period the billing covers (e.g., "Jan. 19 __" or "Jan-Mar. 19__").

- (8) Enter the dollar amount of this billing . The amount claimed must agree with the amount reflected in the attached Statement of Cost (see Exhibit B).
 - (9) Place an "X" in the appropriate block for the type of payment for which reimbursement is requested.
- IV. Billing Period. Vouchers shall be submitted no more frequently than once every 2 weeks (except that small business concerns may invoice more frequently).
- V. The Statement of Cost shall be completed substantially as shown in Exhibit B, making due allowance for the Contractor's cost accounting system. Costs claimed shall be only those recorded costs authorized for billing by the payment provisions of the contract. Indirect costs claimed shall reflect actual experience, but in no event shall exceed those approved for billing purposes by the Contracting Officer. Additional supporting data for claimed costs shall be provided in such form and reasonable detail as an authorized representative of the Contracting Officer may require.
- VI. Submission. An original voucher and two copies shall be submitted to:

DOE Capital Accounting Center
CR 54/CHO
Accounts Payable Division
U.S. Department of Energy
P. O. Box 500
Germantown, MD 20874-1290

A copy of the voucher shall also be submitted to the DOE Contract Specialist and the DOE Technical Manager as set forth in Part I, Section G - Contract Administration Data, of this contract. Each voucher (original and two copies) shall be supported by a Statement of Cost. The Certification on the Statement of Cost attached to each voucher must be signed by a responsible official of the Contractor. If follow-up billings are necessary, they must be clearly marked to show that they are second or third billings. Completion/final vouchers shall clearly be marked as such.

Exhibit A

Standard Form 1034 Revised January 1980 Department of the Treasury 1 TFRM 4-2000 1034-118		PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL			VOUCHER NO.		
U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION			DATE VOUCHER PREPARED		SCHEDULE NO		
			CONTRACT NUMBER AND DATE		PAID BY		
PAYEE'S NAME AND ADDRESS			DISCOUNT TERMS				
			PAYEE'S ACCOUNT NUMBER				
			SHIPPED FROM			TO	
NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OR SERVICES <small>(Enter description, item number of contract of Federal supply schedule, and other information deemed necessary)</small>		QUAN- TITY	UNIT PRICE		AMOUNT ¹
					COST	PER	
(Use Continuation Sheet(s) if necessary) (Payee must NOT use the space below) TOTAL							
PAYMENT: <input type="checkbox"/> PROVISIONAL <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL <input type="checkbox"/> PROGRESS <input type="checkbox"/> ADVANCE		APPROVED FOR		EXCHANGE RATE		DIFFERENCES	
		= \$		= \$1.00			
		BY ²					
				Amount verified; correct for			
		TITLE		(Signature or Initials)			
Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment.							
<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div>_____</div> <div>_____</div> <div>_____</div> </div> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div>(Date)</div> <div>(Authorized Certifying Officer)²</div> <div>(Title)</div> </div>							
ACCOUNTING CLASSIFICATION							
P A B I Y D	CHECK NUMBER		ON ACCOUNT OF U.S. TREASURY		CHECK NUMBER		ON (Name of bank)
	CASH		DATE		PAYEE ³		
¹ When stated in foreign currency, insert name of currency . ² If the ability to certify and authority to approve are combined in one person, one signature only is necessary; otherwise the approving officer will sign in the space provided, over his official title. ³ When a voucher is receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary", or "Treasury", as the case may be.						PER	
						TITLE	

Previous edition usable

NSN 7540-00-634-4206
1034_VOU.DOC
PRIVACY ACT STATEMENT

The information requested on this form is required under the provisions of 31 U.S.C. 82b and 82c, for the purpose of disbursing Federal money. The information requested is to identify the particular creditor and the amounts to be paid. Failure to furnish this information will hinder discharge of the payment obligation.

Exhibit B

STATEMENT OF COST

The ABC Company
Anywhere, U. S. A., 01234

Contract No. _____

Voucher No. _____

Contract Amount (face value):Amount Authorized for Expenditure (obligated):

Estimated Cost \$ _____
Fixed-Fee (if any) \$ _____
Total \$ _____

Basic Contract \$ _____
All Modifications \$ _____
Contract to Date \$ _____

Period of performance covered by this billing:

Claimed Costs	Claimed for this Billing Period	Cumulative Claimed Th rough This Billing Period
Direct Labor		
Fringe Benefit @%		
Overhead @%		
Nonexpendable Items		
Including Equipment		
(List items separately)		
Materials & Supplies		
Travel		
Subcontract #1 (DEF Co.)		
Subcontract #2 (GHI Co.)		
Subcontract #3 (Smith)		
Subcontract #4 (Misc)		
Other Direct Costs		
Adjustments (Explain)	_____	_____
Total Costs (less G&A)		
G&A @% _____	_____	_____
Total Costs		
Fee @% _____ (if any)	_____	_____
Total costs and fee	_____	_____
Credit (Explain)	_____	_____
Contractor's share (if any)	_____	_____
Government's share	_____	_____

CERTIFICATION: I certify that this invoice is correct and in accordance with the terms of the contract and that the costs included herein have been incurred, represent payments made by the Contractor except as otherwise authorized in the payments provisions of the contract, and properly reflect the work performed.

EXPLANATION:

7. SENSITIVE FOREIGN COUNTRIES LISTING (JULY 1994)

Countries appear on this list for reasons of national security, terrorism or nuclear non-proliferation support.

Algeria
Armenia
Azerbaijan
Belarus
China, People's Republic of
Cuba
Georgia
India
Iran
Iraq
Israel
Kazakhstan
Libya
Moldova
North Korea
Pakistan
Russian Federation
Sudan
Syria
Taiwan
Tadjikistan
Turkmenistan
Ukraine
Uzbekistan

NOTE: Due to the dynamic nature of world events, other countries may, at any time become sensitive. Therefore, caution should be exercised in dealing with citizens of countries not listed to assure that sensitive information, although unclassified in nature, is not inadvertently disclosed. This would include nuclear and other U.S. technology and economic information.

PART III

SECTION J

8. SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS
SUBCONTRACTING PLAN

SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS

MODEL SUBCONTRACTING PLAN OUTLINE *

Identification Data

Contractor: _____

Address: _____

Solicitation or Contract Number: _____

Item/Service: _____

Total Amount of Contract (Including Options) \$ _____

Period of Contract Performance (DAY, MO. & YR.) _____

* Federal Acquisition Regulation (FAR), paragraph 19.708(b) prescribes the use of the clause at FAR 52.219-9 entitled "Small , Small Disadvantaged and Women-Owned Small Business Subcontracting Plan." The following is a suggested model for use when formulating such subcontracting plan. While this model plan has been designed to be consistent with FAR 52.219-9, other formats of a subcontracting plan may be acceptable. However, failure to include the essential information as exemplified in this model may be cause for either a delay in acceptance or the rejection of a bid or offer where the clause is applicable. Further, the use of this model is not intended to waive other requirements that may be applicable under FAR 52.219-9. "SUBCONTRACT," as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

1. Type of Plan (check one)

_____ Individual Plan (All elements developed specifically for this contract and applicable for the full term of this contract).

_____ Master Plan (Goals developed for this contract; all other elements standard; must be renewed annually).

_____ Commercial Products Plan (Contractor sells large quantities of off-the-shelf commodities to many Government agencies. Plans/goals negotiated by a lead agency on a company-wide basis rather than for individual contracts. Plan effective only during the year for which it is approved. The contractor must provide a copy of the approved plan).

2. Goals

State separate dollar and percentage goals for small business concerns and small disadvantaged business concerns as subcontractors, for the basic and each option year, as specified in FAR 19.704.

- A. Total estimated dollar value of all planned subcontracting, i.e., with all types of concerns under this contract, is \$ _____.
- B. Total estimated dollar value and percent of planned subcontracting with small businesses (includes small disadvantaged businesses): (% of "A")
\$ _____ and _____ %
- (1) Total estimated dollar value and percentage of planned small business set-asides.
\$ _____ and _____ %
- C. Total estimated dollar value and percent of planned subcontracting with small disadvantaged businesses: (% of "A"):
\$ _____ and _____ %
- (1) Total estimated dollar value and percentage of planned small disadvantaged business set-asides. (NOTE: Zero goals for small disadvantaged business concerns are not acceptable).
\$ _____ and _____ %
- D. Total estimated dollar value and percent of planned subcontracting with LARGE BUSINESS (% of "A")
\$ _____ and _____ %
- E. Provide a description of all the products and/or services to be subcontracted under this contract, and indicate the types of businesses supplying them; (i.e., LARGE BUSINESS (LARGE), SMALL BUSINESS (SB), SMALL DISADVANTAGED BUSINESS (SDB))

(check all that apply)

<u>Subcontracted Product/Service</u>	<u>LARGE</u>	<u>SB</u>	<u>SDB</u>

(Attach additional sheets if necessary.)

F. A description of the method used to develop the subcontracting goals for small and small disadvantaged business concerns (i.e., explain the method and state the quantitative basis (in dollars) used to establish the percentage goals, in addition, how the areas to be subcontracted to small and small disadvantaged business concerns were determined, and how the capabilities of small and small disadvantaged businesses were determined -- include any source lists used in the determination process).

G. Indirect costs have been _____ have not been _____ included in the dollar and percentage subcontracting goals stated above. (check one)

H. If indirect costs have been included, explain the method used to determine the proportionate share of such costs to be allocated as subcontract to small business and small disadvantaged business concerns.

3. Program Administrator

Name, title, position within the corporate structure, and duties and responsibilities of the employee who will administer the contractor's subcontracting program.

Name: _____

Title: _____

Address: _____

Telephone: _____

Duties: Has general overall responsibility for the contractor's subcontracting program, i.e., developing, preparing, and executing subcontracting plans and monitoring performance relative to the requirements of this particular plan. These duties include, but are not limited to, the following activities:

- A. Developing and promoting company-wide policy initiatives that demonstrate the company's support for awarding contracts and subcontracts to small and small disadvantaged business concerns; and assure that small and small disadvantaged businesses are included on the source lists for solicitations for products and services they are capable of providing;
- B. Developing and maintaining bidder's lists of small and small disadvantaged business concerns from all possible sources;
- C. Ensuring periodic rotation of potential subcontractors on bidder's lists;
- D. Ensuring that procurement "packages" are designed to permit the maximum possible participation of small and small disadvantaged businesses; within State Purchasing laws and regulations
- E. Make arrangements for the utilization of various sources for the identification of small and small disadvantaged businesses such as the SBA's Procurement Automated Source System (PASS), the National Minority Purchasing Council Vendor Information Service, the Office of Minority Business Data Center in the Department of Commerce, and the facilities of local small business and minority associations, and contact with Federal agencies' Small and Disadvantaged Business Utilization Specialists (SADBUS);
- F. Overseeing the establishment and maintenance of contract and subcontract award records ;
- G. Attending or arranging for the attendance of company counselors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, Procurements Conferences, etc;
- H. Ensure small and small disadvantaged business concerns are made aware of subcontracting opportunities and how to prepare responsive bids to the company;
- I. Conducting or arranging for the conduct of training for purchasing personnel regarding the intent and impact of Public Law 95-507 on purchasing procedures;
- J. Monitoring the company's performance and making any adjustments necessary to achieve the subcontract plan goals;
- K. Preparing, and submitting timely, required subcontract reports ;
- L. Coordinating the company's activities during the conduct of compliance reviews by Federal agencies;
- M. Reviewing solicitations to remove statements, clauses, etc., which may tend to restrict or prohibit small and small disadvantaged business concerns participation, where possible.

- N. Ensuring that the bid proposal review board document its reasons for not selecting low bids submitted by small and small disadvantaged business concerns.
- O. Ensuring the establishment and maintenance of records of solicitations and subcontract award activity.
- P. Ensuring that women-owned business shall be afforded maximum practicable opportunity; and
- Q. Ensuring that historically Black colleges and universities and minority institutions shall be afforded maximum practicable opportunity.
- R. Other duties _____

4. Equitable Opportunity

Describe efforts the offeror will make to ensure that small and small disadvantaged business concerns will have an equitable opportunity to compete for subcontracts. These efforts include, but are not limited to, the following activities:

- A. Outreach efforts to obtain sources:
 - (i) Contacting disadvantaged (minority) and small business trade associations (identify specific disadvantaged and small disadvantaged business trade associations).

- (ii) Contacting business development organizations (identify specific business development organizations).
- (iii) Attending small and disadvantaged (minority) business procurement conferences and trade fairs (to the extent known, identify specific procurement conferences and trade fairs and dates).
- (iv) Potential sources will be requested from SBA's PASS system, where funds are available to do so.
- (v) Utilizing newspaper and magazine ads to encourage new sources.

B. Internal efforts to guide and encourage purchasing personnel:

- (i) Presenting workshops, seminars, and training programs ;
- (ii) Establishing, maintaining, and using small and small disadvantaged business source lists, guides, and other data for soliciting subcontracts; and
- (iii) Monitoring activities to evaluate compliance with the subcontracting plan.

C. Additional efforts: _____

5. Flow-Down Clause

The contractor agrees to include the provisions under FAR 52.219-8, "Utilization of Small , Small Disadvantaged and Women-Owned Small Business Concerns," in all subcontracts that offer further subcontracting opportunities. All subcontractors, except small business concerns, that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction) must adopt and comply with a plan similar to the plan required by FAR 52.219-9, "Small, Small Disadvantaged and Women Owned Small Business Subcontracting Plan." (FAR 19.704 (a)(4)).

Such plans will be reviewed by comparing them with the provisions of Public Law 95-507, and assuring that all minimum requirements of an acceptable subcontracting plan have been satisfied. The acceptability of percentage goals shall be determined on a case-by-case basis depending on the supplies/services involved, the availability of potential small and small disadvantaged subcontractors, and prior experience. Once approved and implemented, plans will be monitored through the submission of periodic reports, and/or, as time and availability of funds permit, periodic visits to subcontractors facilities to review applicable records and subcontracting program progress.

6. Reporting and Cooperation

The contractor gives assurance of (1) cooperation in any studies or surveys that may be required by the contracting agency or the Small Business Administration; (2) submission of periodic reports which show compliance with the subcontracting plan; (3) submission of Standard Form (SF) 294, "Subcontracting Report for Individual Contracts," and SF-295, "Summary Subcontract Report," in accordance with the instructions on the forms; and (4) ensuring that large business subcontractors with subcontracting plans agree to submit Standard Forms 294 and 295.

<u>Reporting Period</u>	<u>Report Due</u>	<u>Due Date</u>
Oct 1 - March 31	SF-294	04/30
Apr 1 - Sep 30	SF-294	10/30
Oct 1 - Sep 30	SF-295	10/30

7. Recordkeeping

The following is a recitation of the types of records the contractor will maintain to demonstrate the procedures adopted to comply with the requirements and goals in the subcontracting plan. These records will include, but not be limited to, the following:

- A. If the prime contractor is not using PASS as its source for small and small disadvantaged business concerns, list the names of guides and other data identifying such vendors;
- B. Organizations contacted in an attempt to locate small and small disadvantaged business sources;

- C. On a contract-by-contract basis, records on all subcontract solicitations over \$100,000 which indicate for each solicitation (1) whether small business concerns were solicited, and if not, why not; (2) whether small disadvantaged business concerns were solicited, and if not, why not; and (3) reason for failure of solicited small or small disadvantaged business concerns to receive the subcontract award;
- D. Records to support other outreach efforts, e.g., contacts with minority and small business trade associations, attendance at small and minority business procurement conferences and trade fairs;
- E. Records to support internal guidance and encouragement, provided to buyers through (1) workshops, seminars, training programs, incentive awards; and (2) monitoring of activities to evaluate compliance; and
- F. On a contract-by-contract basis, records to support subcontract award data including the name, address and business size of each subcontractor. (This item is not required for company or division-wide commercial products plans.)
- G. Additional records: _____

This subcontracting plan was submitted by:

Signature: _____

Typed Name: _____

Title: _____

Date Prepared: _____

Phone No.: _____

Approval:

Agency: _____

Typed Name: _____

Title: _____

Date Prepared: _____

Phone No.: _____

PART III

SECTION J

9. U. S. DEPARTMENT OF LABOR WAGE DETERMINATION (DAVIS-BACON)

The Department of Labor Wage Determination(s) to be attached hereto by modification to the contract, shall be complied with subject to the requirements of the Davis-Bacon Act.

PART III

SECTION J

10. DOE SECURITY REQUIREMENTS

DOE SECURITY REQUIREMENTS

DOE Order 200.1	"Information Management Program"
DOE Order 470.1	"Safeguards and Security Program"
DOE Order 471.1	"Identification and Protection of Unclassified Controlled Nuclear Information"
DOE Order 471.2A	"Information Security Program" and accompanying manual
DOE Order 472.1B	"Personnel Security Activities"
DOE Manual 474.1-2	"Nuclear Materials Management & Safeguards Reporting and Data Submission"
DOE Order 5610.2	"Control of Weapon Data"
DOE Order 5632.1C	"Protection & Control of Safeguards & Security Interests"
DOE Order 5632.7A	"Protective Force Program"
DOE Order 5633.3B	"Control & Accountability of Nuclear Materials"
DOE Order 5650.2B	"Identification of Classified Information"

PART IV

SECTION K

REPRESENTATIONS, CERTIFICATIONS, AND OTHER
STATEMENTS OF BIDDERS/OFFERORS

ATTACHMENT
NO.

LIST OF ATTACHMENTS

- | | |
|---|---|
| 1 | CONTRACT PRE-AWARD INFORMATION SHEET |
| 2 | U. S. DEPARTMENT OF ENERGY REPRESENTATIONS,
CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS/
OFFERORS, SOLICITATION NO. DE-RP02-98CH10888,
SECTION K |
| 3 | INSTRUCTIONS FOR COMPLETION OF THE CERTIFICATE
PERTAINING TO FOREIGN INTERESTS |
| 4 | DISCLOSURE OF LOBBYING ACTIVITIES SHEET, SF LLL |

CONTRACT PRE-AWARD INFORMATION SHEET

Contractor: _____

Contract No.: _____ Mod. No. _____

YES NOA. ENVIRONMENT

A.1. Will proposed contract funds be used for acquisition and/or leasing of real property, construction, clearing of land, change in land use, or commitment of natural resources? () ()

A.2. Are any federal, state or local environmental permits necessary for work under the proposed contract? () ()

A.3. Will there be any hazardous liquid and/or solid chemical wastes to be disposed of as a result of this project? () ()

If the answer is "yes", describe the type of wastes and how they are to be disposed:

A.4. Will there be any unregulated, unique, and environmentally significant waste products generated that are not covered by permits presently used? () ()

A.5. Will exotic species of organisms be used under the terms of the contract? () ()

B. PROPERTY

B.1. Is Government-owned property contemplated under this contract? If Yes: () Government Furnished Property or () Contractor Acquired () ()

B.2. Do you have a property control system as prescribed in FAR 45.5? () ()

B.3. Has this system been approved by a Government official? If yes, name and address of approving official: () ()

YES NOC. INTELLECTUAL PROPERTY

C.1. THE CONTRACTOR IS:

- () A University or other institution of higher education or an organization of the type described in Section 501(c)(3) of the Internal Revenue Code of 1954 (26 USC 501(c)) and exempt from taxation under Section 501(a) of the Internal Revenue Code (26 USC 501(a)); or
- () A nonprofit scientific or educational organization qualified under a State nonprofit organization statute. Please identify the statute.
-
- () A small business concern as defined at Section 2 of Public Law 85-536 (15 USC 632) and implementing regulations of the administrator of the Small Business Administration.
- () None of the above.

Contractors who have checked NONE OF THE ABOVE have the right to request, in advance of or within 30 days after execution of the contract, in accordance with applicable statutes and DOE Procurement Regulations (9-9, 109-6), a waiver of all or any part of the rights of the United States in Subject Inventions. If the contractor intends to request a waiver to such invention rights pursuant to DOE PR 9-9.109-6, please indicate:

Do you intend to request an advance waiver in
accordance with with DOE PR 9-9.109-6? () ()

C.2. RIGHTS IN PROPOSAL DATA

It is DOE policy for a contract award based on a proposal that, in consideration of the award, the Government shall obtain unlimited rights in the technical data contained in the proposal unless the contractor marks those portions of the technical information which he asserts as "proprietary data" or specifies those portions of such technical data which are not directly related to or will not be utilized in the work to be funded under the contract.

Will restrictions be placed on Government rights
in the proposal technical data? () ()

YES NO

If yes, identify below, the technical data that is proprietary or is not directly related to or will not be utilized in the work to be funded under the contract:

C.3. IDENTIFICATION OF TECHNICAL DATA WHICH IS PROPRIETARY

The Rights in Technical Data clause proposed to be used for this contract may not permit the utilization of proprietary data in the contract work or, if the use of proprietary data is permitted, may not be adequate to meet programmatic requirements. Use of data which is proprietary may prevent you from meeting the data requirements of the contract (including delivery of data). Your attention is particularly drawn to the use of LICENSED COMPUTER SOFTWARE.

Will proprietary data be utilized in the contract work?

() ()

If yes, identify below the proprietary data that will be utilized in the contract work:

Will LICENSED COMPUTER SOFTWARE be utilized in the contract work (by the contractor or any lower tier contractor)?

() ()

If yes, identify the LICENSED COMPUTER SOFTWARE that will be utilized in the contract work:

YES NOD. HUMAN RESEARCH

D.1. Does this research work involve the use of
human subjects? () ()

D.2. Do you intend to award a subcontract that
would require research work involving
human subjects? () ()

D.3. If the answer is yes to either of the foregoing questions, indicate
the name, title, and telephone number of a point of contact(s) who
can provide detailed information concerning this research project:

Name: _____

Telephone No.: _____

E. CONGRESSIONAL DISTRICT AND COUNTY

For the principal place of performance, the Congressional District is
_____ and the county is _____

Signature

Date

Name and Title

**U.S. DEPARTMENT OF ENERGY
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS/OFFERORS
SOLICITATION NO. DE-RP02-98CH10888
SECTION K**

Various statutes and regulations require Federal agencies to obtain certain representations, certifications, and other statements from bidders/offers in connection with the award of contracts. To this end, all bidders/offers submitting a bid/proposal in response to this solicitation must complete *either* Items 1 through 9 and Item 40, along with Items 10 and 11 *or* Items 1 through 9 and Item 40 along with Items 12 through 14 of the form, depending on the method of solicitation. Additional representations and certifications (Items 15 through 40) must be completed by the bidder/offeror *if* required by the solicitation, as indicated by the placement of an "X" to the right of the numerical designation for the Item.

1. [RESERVED]
2. Taxpayer Identification (JUN 1997) (FAR 52.204-3)
3. Women-Owned Business Representation (OCT 1995) (FAR 52.204-5)
4. Data Universal Numbering System (DUNS) Number (APR 1998) (FAR 52.204-6)
5. Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (MAR 1996) (FAR 52.209-5)
6. Small Business Program Representations (JAN 1997) (FAR 52.219-1)
7. [RESERVED]
8. Certification of Nonsegregated Facilities (APR 1984) (FAR 52.222-21)
9. Previous Contracts and Compliance Reports (APR 1984) (FAR 52.222-22)

IF SEALED BIDDING PROCEDURES ARE USED, COMPLETE ITEMS 10 AND 11.

10. Type of Business Organization - Sealed Bidding (JUL 1987) (FAR 52.214-2)
11. Place of Performance - Sealed Bidding (APR 1985) (FAR 52.214-14)

IF NEGOTIATION PROCEDURES ARE USED, COMPLETE ITEMS 12, 13, AND 14

12. Type of Business Organization (OCT 1997) (FAR 52.215-4)
13. Authorized Negotiators (APR 1984) (FAR 52.215-11)
14. Place of Performance (OCT 1997) (FAR 52.215-6)

COMPLETE ITEMS 15 THROUGH 40 ONLY AS INDICATED

15. _____ Small Business Concern Representation for the Small Business Competitiveness Demonstration Program (JAN 1997) (FAR 52.219-19)
16. _____ Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program (JAN 1997) (FAR 52.219-21)
17. X Certificate of Independent Price Determination (APR 1985) (FAR 52.203-2)
18. X Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (APR 1991) (FAR 52.203-11)
- *19. X Foreign Ownership, Control, or Influence Over Contractor (JUL 1997) (DEAR 952.204-73)
20. _____ Economic Purchase Quantity - Supplies (AUG 1987) (FAR 52.207-4)
21. X Organizational Conflicts of Interest Disclosure - Advisory and Assistance Services (JUN 1997) (DEAR 952.209-8) (DEVIATION)
22. _____ Minimum Bid Acceptance Period (APR 1984) (FAR 52.214-16)
23. _____ Annual Representations and Certifications -Sealed Bidding (JAN 1997) (FAR 52.214-30)
24. X Period For Acceptance of Offer (APR 1984) (FAR 52.215-19)
25. X Annual Representations and Certifications-Negotiation (OCT 1997) (FAR 52.215-7)
26. X Affirmative Action Compliance (APR 1984) (FAR 52.222-25)
27. _____ Exemption From Application of Service Contract Act Provisions for Contracts for Maintenance, Calibration, and/or Repair of Certain Information Technology, Scientific and Medical and/or Office and Business Equipment - Contractor Certification (AUG 1996) (FAR 52.222-48)
28. X Clean Air and Water Certification (APR 1984) (FAR 52.223-1)
29. _____ Recovered Material Certification (OCT 1997) (FAR 52.223-4)
30. _____ Certification and Estimate of Percentage of Recovered Material Content for EPA Designated Items (OCT 1997)
31. X Certification Of Toxic Chemical Release Reporting(OCT 1996)(FAR 52.223-13)
32. X Buy American Certificate (DEC 1989) (FAR 52.225-1)
33. _____ Balance of Payments Program Certificate (APR 1985) (FAR 52.225-6)
34. _____ Historically Black College or University and Minority Institution Representation (MAY 1997)(FAR 52.226-2)
35. _____ Patents - Notice of Government Licensee - (APR 1984) (FAR 52.227-7)
36. _____ Representation of Limited Rights Data and Restricted Computer Software (JUN 1987) (FAR 52.227-15)
37. X Cost Accounting Standards Notices and Certification (APR 1998) (FAR 52.230-1)
38. _____ Permits, Authorities, or Franchises (JAN 1997) (FAR 52.247-2)
39. _____ Energy Policy Act Target Group Representation (SEP 1997) (DEAR 952.226-73)

40. Signature/Certification

- * NOTE: Offerors, and if applicable, parent organizations, who have (1) submitted FOCI information previously; (2) received an affirmative FOCI clearance determination within the past five years; and (3) experienced no changes to the FOCI submission previously filed need only have an authorized official of the respective organization provide a signed statement to that effect at the end of this representations and certifications, identifying the DOE office to which they provided the information and the date of the prior representations and certifications.

SECTION K
U.S. DEPARTMENT OF ENERGY
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS
OF BIDDERS/OFFERORS

SOLICITATION NO. DE-RP02-98CH10888

1. [RESERVED]

2. Taxpayer Identification (JUN 1997) (FAR 52.2043)

(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other. State basis. _____.

(d) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity;

☐ Not a corporate entity;

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name _____

TIN _____

3. Women-Owned Business (OCT 1995) (FAR 52.204-5)

(a) Representation. The offeror represents that it ☐ is, ☐ is not a women-owned business concern.

(b) Definition. "Women-Owned Business Concern" as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of a publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

4. Data Universal Numbering System (DUNS) Number (APR 1998) (FAR 52.204-6)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

(1) Company name.

(2) Company address.

(3) Company telephone number.

(4) Line of business.

- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@dnb.com.

5. Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (MAR 1996) (FAR 52.209-5)

(a)(1) The offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency:

(B) Have () have not (), within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a 3 year period preceding this offer, had one or more contract terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management of supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsive.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

6. Small Business Program Representations (JAN 1997) (FAR 52.2191)

(a)(1) The standard industrial classification (SIC) code for this acquisition is _____ (insert SIC code).

(2) The small business size standard is _____ (insert size standard).

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it { } is, { } is not a small business concern.

(2) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it () is, () is not a small disadvantaged business concern.

(3) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(c) Definitions. Joint venture, for purposes of a small disadvantaged business (SDB) set-aside or price evaluation preference (as prescribed at 13 CFR 124.321), is a concern that is owned and controlled by one or more socially and economically disadvantaged individuals entering into a joint venture agreement with one or more business concerns and is considered to be affiliated for size purposes with such other concern(s). The combined annual receipts or employees of the concerns entering into the joint venture must meet the applicable size standard corresponding to the SIC code designated for the contract. The majority of the venture's earnings must accrue directly to the socially and economically disadvantaged individuals in the SDB concern(s) in the joint venture. The percentage of the ownership involvement in a joint venture by disadvantaged individuals must be at least 51 percent

Small business concern, as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Small disadvantaged business concern, as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management

and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

Women-owned small business concern, as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

7. [RESERVED]

8. Certification of Nonsegregated Facilities (APR 1984) (FAR 52.22221)

(a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractors will be subject to the Equal Opportunity clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES.

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

9. Previous Contracts and Compliance Reports (APR 1984) (FAR 52.22222)

The offeror represents that--

(a) It [] has, [] has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It [] has, [] has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

IF SEALED BIDDING PROCEDURES ARE USED, COMPLETE ITEMS 10 AND 11.

10. Type of Business Organization - Sealed Bidding (JUL 1987) (FAR 52.2142)

The bidder, by checking the applicable box, represents that--

(a) It operates as [] a corporation incorporated under the laws of the State of _____,

[] an individual, [] a partnership, [] a nonprofit organization, or [] a joint venture; or

(b) If the bidder is a foreign entity, it operates as [] an individual, [] a partnership, [] a nonprofit organization,

[] a joint venture, or [] a corporation, registered for business in country of _____.

11. Place of Performance- Sealed Bidding (APR 1985) (FAR 52.21414)

(a) The bidder, in the performance of any contract resulting from this solicitation, [] intends, [] does not intend [check applicable box] to use one or more plants or facilities located at a different address from the address of the bidder as indicated in this bid.

(b) If the bidder checks "intends" in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance (Street Address, City, County, State, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Bidder
_____	_____
_____	_____
_____	_____

IF NEGOTIATION PROCEDURES ARE USED, COMPLETE ITEMS 12, 13, AND 14.

12. Type of Business Organization (OCT 1997) (FAR 52.2154)

The offeror or respondent, by checking the applicable box, represents that--

(a) It operates as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation incorporated under the laws of the State of _____.

(b) If the offeror or respondent is a foreign entity, it operates as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in (country) _____.

13. Authorized Negotiators (APR 1984) (FAR 52.215-11)

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations: [list names, titles, and telephone numbers of the authorized negotiators].

14. Place of Performance (OCT 1997) (FAR 52.2156)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance (Street Address, City, County, State, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent
_____	_____
_____	_____
_____	_____

COMPLETE ITEMS 15 THROUGH 40 ONLY AS INDICATED ON CHECKLIST.

15. Small Business Concern Representation for the Small Business Competitiveness Demonstration Program (JAN 1997) (FAR 52.219-19)

(a) Definition.

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the standard industrial classification code assigned to a contracting opportunity.

(b) (Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation).

The Offeror ☐ is, ☐ is not an emerging small business.

(c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range).

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following)

No. of employees	Avg. annual gross revenues
_____ 50 or fewer	_____ \$1 million or less
_____ 51 - 100	_____ \$1,000,001 - \$2 million
_____ 101 - 250	_____ \$2,000,001 - \$3.5 million
_____ 251 - 500	_____ \$3,500,001 - \$5 million
_____ 501 - 750	_____ \$5,000,001 - \$10 million
_____ 751 - 1,000	_____ \$10,000,001 - \$17 million
_____ Over 1,000	_____ Over \$17 million

16. Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program (JAN 1997) (FAR 52.21921)

(Complete only if the Offeror has represented itself under the provision at FAR 52.219-1 to be a small business concern under the size standards of this solicitation).

Offeror represents as follows:

Offeror's number of employees for the past 12 months (check the column if size standard stated in solicitation is expressed in term of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following).

No. of employees	Avg. annual gross revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

17. Certificate of Independent Price Determination (APR 1985) (FAR 52.2032)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

18. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (APR 1991) (FAR 52.2031)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989-

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation.

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer, and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352 title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

19. Foreign Ownership, Control, or Influence Over Contractor (JUL 1997) (DEAR 952.20473)

(a) For purposes of this provision, a foreign interest is defined as any of the following:

(1) A foreign government or foreign government agency;

(2) Any form of business enterprise organized under the laws of any country other than the United States or its possessions;

(3) Any form of business enterprise organized or incorporated under the laws of the U.S., or a State or other jurisdiction within the U.S., which is owned, controlled, or influenced by a foreign government, agency, firm, corporation, or person; or

(4) Any person who is not a U.S. citizen.

(b) Foreign ownership, control, or influence (FOCI) means the situation where the degree of ownership, control, or influence over a contractor by a foreign interest is such that a reasonable basis exists for concluding that compromise of classified information or significant quantity of special nuclear material as defined in 10 CFR Part 710 may result.

(c) If the offeror/bidder has not previously submitted responses to the following questions to DOE as part of the facility security clearance process, then it shall answer the following questions. Answer each question in either the "yes" or "no" column. If the answer is yes, furnish in detail on a separate sheet of paper all the information requested in parentheses. Copies of information which responds to these questions and which was submitted to other Government agencies may be submitted as responses to these questions if the earlier responses are accurate, complete, and current.

Question	Yes	No
<p>1. Does a foreign interest own or have beneficial ownership in 5% or more of your organization's voting securities?</p> <p>(Identify the percentage of any class of shares or other securities issued which are owned by foreign interests, listed by country. If you answer "Yes" and have received from an investor a copy of Schedule 13D and/or Schedule 13G filed by the investors with the Securities and Exchange Commission, you are to attach a copy of Schedule 13D and/or Schedule 13G.)</p>		
<p>2. Does your organization own 10% or more of any foreign interest?</p> <p>(Furnish the name of the foreign interest, address by country, and the percentage owned. Include name and title of officials of your organization who occupy positions with the foreign interest, if any.)</p>		
<p>3. Do any foreign interests have management positions such as directors, officers, or executive personnel in your organization?</p> <p>(Furnish full information concerning the identity of the foreign interest and the position he/she holds in your organization.)</p>		
<p>4. Does any foreign interest control or influence, or is any foreign interest in a position to control or influence the election, appointment, or tenure of any of your directors, officers, or executive personnel?</p> <p>(Identify the foreign interest(s) and furnish full details concerning the control or influence.)</p>		
<p>5. Does your organization have any contracts, binding agreements, understandings, or arrangements with a foreign interest(s) that cumulatively represent 10% or more of your organization's gross income?</p> <p>(Furnish the name of the foreign interest, country, nature of agreement or involvement. Agreements include licensing, sales, patent exchange, trade secrets, agency, cartel, partnership, joint venture, proxy, etc. Give overall percentage by country as related to total income and type of services or products in general terms. If you answer "Yes" and have received from the foreign interest a copy of Schedule 13D and/or Schedule 13G filed by the foreign interest with the Securities and Exchange Commission, you are to attach a copy of Schedule 13D and/or Schedule 13G.)</p>		
<p>6. Is your organization indebted to foreign interests?</p> <p>(Furnish the amount of indebtedness as related to the current assets of the organization and identify the creditor. Include specifics as to the type of indebtedness and what, if any, collateral, including voting stock, has been furnished or pledged. If any debentures are convertible, specifics about the indebtedness, collateral, if any, and what will be received after conversions are to be furnished.</p>		
<p>7. Does your organization derive any income from Communist countries included in Country Groups Q, S, W, Y, and Z in Supplement No. 1 in 15 CFR Part 770?</p> <p>(Discuss in detail any income derived from Communist countries, including percentage from each such country as related to total income, and the type of services or products involved.</p>		

<p>8. Is 5% or more of any class of your organization's securities held in "nominee shares," in "street names", or in some other method which does not disclose beneficial owner of equitable title?</p> <p>(Identify each foreign institutional investor holding 5 percent or more of the voting stock. Identification should include the name and address of the investor and percentage of stock held. State whether the investor has attempted to, or has, exerted any management control or influence over the appointment of directors, officers, or other key management personnel, and whether such investors have attempted to influence the policies of the corporation. If you have received from the investor a copy of the Schedule 13D and/or Schedule 13G filed by the investor with the Securities and Exchange Commission, you are to attach a copy of Schedule 13D and/or Schedule 13G.)</p>	
<p>9. Does your organization have interlocking directors with foreign interests?</p> <p>(Include identifying data on all such directors. If they have a security clearance, so state. Also indicate the name and address of all other corporations with which they serve in any capacity.)</p>	
<p>10. Are there any citizens of foreign countries employed by, or who may visit, your offices or facilities in a capacity which may permit them to have access to classified information or a significant quantity of special nuclear material?</p> <p>(Provide complete information by identifying the individuals and the country of which they are citizens.)</p>	
<p>11. Does your organization have foreign involvement not otherwise covered in your answers to the above questions?</p> <p>(Describe the foreign involvement in detail, including why the involvement would not be reportable in the preceding questions.)</p>	

(d) Prior to award of a contract under this solicitation, the DOE must determine that award of the contract to the offeror/bidder will not pose an undue risk to the common defense and security as a result of its access to classified information or a significant quantity of special nuclear material in the performance of the contract. In making the determination, the contracting officer may consider a voting trust or other arrangements proposed by the offeror/bidder to mitigate or avoid FOCI. The contracting officer may require the offeror/bidder to submit such additional information as deemed pertinent to this determination.

(e) The offeror shall require any subcontractors having access to classified information or a significant quantity of special nuclear material to provide responses to the questions in paragraph (c) of this provision directly to the DOE contracting officer.

(f) Information submitted by the offeror/bidder in response to the questions in (c) above is to be used solely for purposes of evaluating foreign ownership, control, or influence and shall be treated by DOE, to the extent permitted by law, as business or financial information submitted in confidence.

CONTENTS REVIEW [Please Review Before Submitting]

Prior to submitting an FOCI submission, the offeror shall review the submission to ensure that:

- (1) if the offeror is owned by a parent organization(s), the FOCI representations and certification have been attached for all tier parents, i.e., ultimate parent and any intervening levels of ownership. Each certification must be signed and dated by an authorized official of the respective organization.
- (2) if the offeror is a publicly traded company or a subsidiary of another corporation, the contractor and all tier parents have submitted the following information in addition to the executed FOCI representations and certification:
 - (a) the ultimate parent has submitted its most recent Annual Report, most recent Proxy Statement for its annual meeting of stockholders, and its Securities and Exchange Commission 10-K Report.
 - (b) subsidiaries have submitted separate consolidated financial information for their organization and all their wholly-owned and/or majority-owned subsidiaries and affiliates.
 - (c) the offeror and all tier parents have submitted a list identifying their respective organization's officers, directors, and executive personnel, to include their names; social security numbers; citizenship; titles of all positions they hold within the organization; and what clearances, if any, they possess or are in the process of obtaining and identification of the government agency(ies) that granted or will be granting those clearances.
- (3) if the offeror is a privately owned company, the following information has been provided in addition to the executed FOCI representations and certification:
 - (a) Consolidated financial information for their organization and all their wholly- and/or majority-owned subsidiaries and affiliates.
 - (b) a list identifying the organization's owners, officers, directors, and executive personnel, to include their names; social security numbers; citizenship; titles of all positions they hold within the organization; and what clearances, if any, they possess or are in the process of obtaining and identification of the government agency(ies) that granted or will be granting those clearances.

Note: If any of these documents are missing, the contracting officer cannot complete award of the contract.

20. Economic Purchase Quantity - Supplies (AUG 1987) (FAR 52.2074)

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different points, this information is desired as well.

ITEM	QUANTITY	OFFEROR RECOMMENDATIONS PRICE QUOTATION	TOTAL

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

21. Organizational Conflicts of Interest Disclosure - Advisory and Assistance Services (JUN 1997)(DEAR 952.209-8) (DEVIATION)

(a) Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

(b) All offerors shall provide the statement described in paragraph (c) of this provision.

(c) The statement must contain the following:

(1) A statement of any past (within the past twelve months), present, or currently planned financial, contractual, organizational, or other interests relating to the performance of the statement of work. For contractual interests, such statement must include the name, address, telephone number of the client or client(s), a description of the services rendered to the previous client(s), and the name of a responsible officer or employee of the offeror who is knowledgeable about the services rendered to each client, if, in the 12 months preceding the date of the statement, services were rendered to the Government or any other client (including a foreign government or person) respecting the same subject matter of the instant solicitation, or directly relating to such subject matter. The agency and contract number under which the services were rendered must also be included, if applicable. For

financial interests, the statement must include the nature and extent of the interest and any entity and entities involved in the financial relationship. For these and any other interests enough such information must be provided to allow a meaningful evaluation of the potential effect of the interest on the performance of the statement of work.

(2) A statement that no actual or potential conflict of interest or unfair competitive advantage exists with respect to the advisory and assistance services to be provided in connection with the instant contract or that any actual or potential conflict of interest or unfair competitive advantage that does or may exist with respect to the contract in question has been communicated as part of the statement required by (b) of this provision.

(c) Failure of the offeror to provide the required statement may result in the offeror being determined ineligible for award. Misrepresentation or failure to report any fact may result in the assessment of penalties associated with false statements or such other provisions provided for by law or regulation.

22. Minimum Bid Acceptance Period (APR 1984) (FAR 52.21416)

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The Government requires a minimum acceptance period of _____ calendar days [the Contracting Officer shall insert the number of days].

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the Government's minimum requirement.

The bidder allows the following acceptance period: _____ calendar days.

(e) A bid allowing less than the Government's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

23. Annual Representations and Certifications - Sealed Bidding (JAN 1997) (FAR 52.21430)

The bidder has [check the appropriate block]:

☐ (a) Submitted to the contracting office issuing this solicitation, annual representations and certifications dated _____ [insert date of signature on submission], which are incorporated herein by reference, and are current, accurate, and complete as of the date of this bid, except as follows (insert changes that affect only this solicitation; if "none," so state):

☐ (b) Enclosed its annual representations and certifications.

24. Period For Acceptance of Offer (APR 1984) (FAR 52.21519)

In compliance with the solicitation, the offeror agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date specified in the solicitation for receipt of offers, to furnish any or all items on which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the Schedule.

25. Annual Representations and Certifications - Negotiation (OCT 1997) (FAR 52.2157)

The offeror has [check the appropriate block]:

☐ (a) Submitted to the contracting office issuing this solicitation, annual representations and certifications dated _____ [insert date of signature on submission] that are incorporated herein by reference, and are current, accurate, and complete as of the date of this proposal, except as follows (insert changes that affect only this proposal; if "none," so state):

☐ (b) Enclosed its annual representations and certifications.

26. Affirmative Action Compliance (APR 1984) (FAR 52.222-25)

The offeror represents that (a) it ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it ☐ has not previously had contracts subject to the written affirmative action programs requirements of the rules and regulations of the Secretary of Labor.

27. Exemption for Application of Service Contract Act Provisions for Contracts for Maintenance, Calibration, and/or Repair of Certain Information Technology, Scientific and Medical and/or Office and Business Equipment - Contractor Certification (AUG 1996) (FAR 52.222-48)

(a) The following certification shall be checked:

CERTIFICATION

The offeror certifies ☐ /does not certify ☐ that: (1) The items of equipment to be serviced under this contract are commercial items which are used regularly for other than Government purposes, and are sold or traded by the Contractor in substantial quantities to the general public in the course of normal business operations; (2) The contract services are furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, and/or repair of certain information technology, scientific and medical, and/or office and business equipment. An "established catalog price" is a price (including discount price) recorded in a catalog, price list schedule, or other verifiable and established record that is regularly maintained by the manufacturer or the Contractor, and is either published or otherwise available for inspection by customers. An "established market price" is a current price, established in the course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated by data from sources independent of the manufacturer or Contractor, and (3) The Contractor utilizes the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the Contractor uses for equivalent employees servicing the same equipment of commercial customers.

(b) If a negative certification is made and a Service Contract Act wage determination is not attached to the solicitation, the Contractor shall notify the Contracting Officer as soon as possible.

(c) Failure to execute the certification in paragraph (a) of this clause or to contact the Contracting Officer as required in paragraph (b) of this clause may render the bid or offer nonresponsive.

28. Clean Air and Water Certification (APR 1984) (FAR 52.2231)

The Offeror certifies that--

(a) Any facility to be used in the performance of this proposed contract is ☐, is not ☐ listed on the Environmental Protection Agency List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

29. Recovered Material Certification (OCT 1997) (FAR 52.2234)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by the applicable contract specifications.

30. Certification and Estimate of Percentage of Recovered Material Content For EPA Designated Items (OCT 1997) (FAR 52.223-9)

(a) As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(j)(2)(C)), the contractor shall execute the following certification:

Certification

I, _____ (name of certifier), am an officer or employee responsible for the performance of this contract and hereby certify that the percentage of recovered material content for EPA Designated Items was at least the amount required by the applicable contract specifications.

(Signature of the Officer or Employee)

(Typed Name of the Officer or Employee)

(Title)

(Name of Company, Firm, or Organization)

(Date)

(b) The Contractor also shall estimate the percentage of recovered materials actually used in the performance of this contract. The estimate is in addition to the certification in paragraph (a) of this clause.

ESTIMATE		
EPA designated item	Total dollar value of EPA designated item	Percentage of recovered material content*
_____	_____	_____
_____	_____	_____
_____	_____	_____

* Where applicable, also include the percentage of postconsumer material content.

(c) The Contractor shall submit this certification and estimate upon completion of the contract to:

* To be completed in accordance with agency procedures.

31. Certification of Toxic Chemical Release Reporting (OCT 1996) (FAR 52.223-13)

(a) Submission of the certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

- ☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
- ☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA).
- ☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulation; or.
- ☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.
- (End of provision)

32. Buy American Certificate (DEC 1989) (FAR 52.2251)

The offeror certifies that each end product, except those listed below, is a domestic end product (as defined in the clause entitled "Buy American Act--Supplies"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

(List as necessary)	
Excluded End Products	Country of Origin
_____	_____
_____	_____
_____	_____

Offerors may obtain from the contracting officer lists of articles, materials, and supplies excepted from the Buy American Act.

33. Balance of Payments Program Certificate (APR 1985) (FAR 52.2256)

(a) The offeror hereby certifies that each end product or service, except the end products or services listed below, is a domestic end product or service (as defined in the clause entitled "Balance of Payments Program") and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.

(List as necessary)	
Excluded End Products or Services	
Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

(List as necessary)

(b) For evaluation purposes only, each offer of an end product other than a domestic end product shall be increased by 50 percent. Any domestic end product offer that exceeds such evaluated other end product shall be considered unreasonable in cost or inconsistent with the public interest.

34. Historically Black College or University and Minority Institution Representation (MAY 1997)(FAR 52.226-2)

(a) Definitions. As used in this provision--

"Historically Black College or University" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority Institution" means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which, for the purpose of this provision, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

(b) Representation. The offeror represents that it--

- ☐ is ☐ is not a Historically Black College or University;
☐ is ☐ is not a Minority Institution.

35. Patents - Notice of Government Licensee (APR 1984) (FAR 52.2277)

The Government is obligated to pay a royalty applicable to the proposed acquisition because of a license agreement between the Government and the patent owner. The patent number is _____ [Contracting Officer fill in], and the royalty rate is _____ [Contracting Officer fill in]. If the offeror is the owner of, or a licensee under, the patent, indicate below:

- ☐ Owner
☐ Licensee

If an offeror does not indicate that it is the owner or a licensee of the patent, its offer will be evaluated by adding thereto an amount equal to the royalty.

36. Representation of Limited Rights Data and Restricted Computer Software (JUN 1987) (FAR 52.22715)

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract

will be subject to the Rights in Data--General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include any of the aforementioned Alternates in the clause at 52.227-14, Rights in Data--General, the offeror's response to this solicitation shall, to the extent feasible, complete the representation in paragraph (b) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

REPRESENTATION CONCERNING DATA RIGHTS

Offeror has reviewed the requirements for the delivery of data or software and states (offeror check appropriate block)--

- ☐ None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.
☐ Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

NOTE: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights in Data--General."

37. Cost Accounting Standards Notices and Certification (APR 1998) (FAR 52.2301)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III. Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR, Subpart 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant contract auditor. (Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: __/__/__

Name and Address of Cognizant ACO or Federal official where filed _____. The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that Disclosure Statement was filed as follows:

Date of Disclosure Statement: __/__/__

Name and Address of Cognizant ACO or Federal official where filed _____. The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$25 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$25 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding \$1 million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$25 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices effecting existing contracts and subcontracts.

☐ YES or ☐ NO

38. Permits, Authorities, or Franchises (JAN 1997) (FAR 52.2472)

(a) The offeror does ☐ , does not ☐ , hold authorization from the Federal Highway Administration (FHWA) or other cognizant regulatory body. If authorization is held, it is as follows:

(Name of regulatory body)

(Authorization No.)

(b) The offeror shall furnish to the Government, if requested, copies of the authorization before moving the material under any contract awarded. In addition, the offeror shall, at the offeror's expense, obtain and maintain any permits, franchises, licenses, and other authorities issued by State and local governments.

39. Energy Policy Act Target Group Representation (SEP 1997) (DEAR 952.226-73)

(a) The Offeror is:

(1) _____ An institution of higher education that meets the requirements of 34 CFR 600.4(a), and has a student enrollment that consists of at least 20 percent:

(i) Hispanic Americans, i.e., students whose origins are in Mexico, Puerto Rico, Cuba, or Central or South America, or any combination thereof, or

(ii) Native Americans, i.e., American Indians, Eskimos, Aleuts, and Native Hawaiians, or any combination thereof;

(2) _____ An institution of higher learning determined to be a Historically Black College and University by the Secretary of Education pursuant to 34 CFR 608.2; or

(3) _____ A small business concern, as defined under section 3 of the Small Business Act (15 U.S.C. 632), that is owned and controlled by individuals who are both socially and economically disadvantaged within the meaning of section 8(d) of the Small Business Act (15 U.S.C. 637(d)) or by a woman or women.

(b) By submission of an offer, the offeror agrees to provide to the Contracting Officer, upon request, evidence satisfactory to the contracting officer that the offeror is an entity from the Energy Policy Act target group identified.

40. Signature/Certification

By signing below, the bidder/offeror certifies, under penalty of law, that the representations and certifications are accurate, current, and complete. The bidder/offeror further certifies that it will notify the Contracting Officer of any changes to these representations and certifications. The representations and certification made by the bidder/offeror, as contained herein, concern matters within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent representation or certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

Signature of the Officer or Employee
Responsible for the Bid/Offer

Date of Execution

Typed Name and Title of the Officer or Employee
Responsible for the Bid/Offer

Name of Organization

Street

City, State

SOLICITATION NUMBER

INSTRUCTIONS FOR COMPLETION OF THE CERTIFICATE PERTAINING TO FOREIGN INTERESTS**Question #1:**

- a. Do any foreign person(s), directly or indirectly, own or have beneficial ownership of 5% or more of the outstanding shares of any class of your organization's equity securities? If yes:**

*Identify the percentage of any class of stock or other securities issued which are owned by foreign persons, broken down by country. Include indirect ownership through one or more intermediate level(s) of subsidiaries. Indicate voting rights of each class of stock.

*Are there shareholder agreements? If yes, attach a copy(ies), and if none, so state.

*Indicate whether a copy of SEC Schedule 13D/13G report has been received from any investor. If yes, attach a copy(ies).

NOTE: Ownership of less than 5% should be included if the holder is entitled to control the appointment and tenure of any management position.

- b. (for entities which do not issue stock): Has any foreign person directly or indirectly subscribed 5% or more of your organization's total capital commitment? If yes:**

*Identify the percentage of total capital commitment which is subscribed by foreign persons.

*Is there an agreement(s) with the subscriber(s)? If yes, attach a copy(ies), and if none, so state.

Question #2: Does your organization directly, or indirectly through your subsidiaries and/or affiliates, own 10% or more of any foreign interest? If yes:

*Identify the foreign interest by name, country, percentage owned, and personnel who occupy management positions with the organizations.

*If there are personnel from your organization who occupy management positions with the foreign firm(s), identify the name(s), title, and extent of involvement in the operations of the organizations (to include access to classified information).

Question #3: Do any non-U.S. citizens serve as members of your organization's board of directors (or similar governing body), officers, executive personnel, general partners, regents, trustees or senior management officials? If yes:

*Identify the foreign person(s) by name, title, citizenship, immigration status and clearance or exclusion status.

*Attach copies of applicable by-laws or articles of incorporation which describe the affected position(s). However, if you have already provided such copies to the Cognizant Security Agency Industrial Security Representative, so state.

Question #4: Does any foreign person(s) have the power, direct or indirect, to control the election, appointment, or tenure of members of your organization's board of directors (or similar governing body) or other management positions of your organization, or have the power to control or cause the direction of other decisions or activities of your organization? If yes:

*Identify the foreign person(s) by name, title, citizenship, and all details concerning the control or influence.

Note: If any foreign person(s) have such power, this question shall be answered in the affirmative even if such power has not been exercised, and whether or not it is exercisable through ownership of your facility's securities, if such power may be invoked by contractual arrangements or by other means.

Question #5: Does your organization have any contracts, agreements, understandings, or arrangements with a foreign person(s)? If yes:

*For each instance, provide the name of the foreign person, country, percentage of gross income derived, and nature of involvement, including:

*whether defense/nuclear related or not

*involvement with classified or export controlled technology

*compliance with export control requirements

*Where the organization has a large number of involvements and where these involvements are not defense/nuclear related and represent a small percentage of gross income, the explanation can be a generalized statement addressing the totals by country.

NOTE: We do not expect and will not require the contractor to ask every customer if he/she falls within the NISPOM definition of a foreign person. We will ask the contractor to provide ongoing security education to those individuals who negotiate and/or administer such agreements regarding their responsibilities to report agreements with a foreign person(s) to the best of their knowledge. The contractor will be certifying the response to this question to "the best of his/her knowledge" or "through his/her best efforts".

Question #6: Does your organization, whether as borrower, surety, guarantor or otherwise have any indebtedness, liabilities or obligations to a foreign person(s)? If yes:

*Provide your overall debt-to-equity ratio (in percentage)

*With respect to indebtedness or liability to a foreign person, indicate to whom indebted or liable, what collateral has been furnished or pledged, and any conditions or covenants of the loan agreement. If stock or assets have been furnished or pledged as collateral, provide a copy of the loan agreement or pertinent extracts thereof (to include procedures to be followed in the event of default).

*If any debentures are convertible, provide specifics.

*If loan payments are in default, provide details.

*This question should be answered in the affirmative if the debt is with a U.S. entity that is owned or controlled either directly or indirectly by a foreign person. If unknown, so state.

Note: As stated above, we do not expect and will not require the contractor to ask every lender if he/she qualifies as a foreign person. We will ask the contractor to provide ongoing security education to those employees who handle lending arrangements regarding their responsibilities to report any such arrangements with a foreign person lender, to the best of their knowledge. The contractor will be certifying the response to this question as being to "the best of his/her knowledge" or "through his/her best efforts".

Question #7: During your last fiscal year, did your organization derive:

- a. 5% or more of its total revenues or net income from any single foreign person?**
- b. in the aggregate 30% or more of its revenues or net income from foreign persons?**

If yes to either part of the question:

*Provide overall percentage of income derived from foreign sources by country, nature of involvement, and type of services or products.

*Indicate if any single foreign source represents in excess of 5% of total revenues or net income.

*Indicate whether any classified information is involved.

*State whether facility is in compliance with applicable export control requirements.

Note: As previously stated, we do not expect and will not require the contractor to ask every customer if he/she qualifies as a foreign person. We will ask the contractor to provide ongoing security education to those employees who handle information about company revenues regarding their responsibility to report revenues derived from a foreign person(s) to the best of their knowledge. The contractor will be certifying the response to this question as being to "the best of his/her knowledge" or "through his/her best efforts".

Question #8: Is 10% or more of your organization's securities held in "nominee shares," in "street names" or in some other method which does not disclose the beneficialowner ? If yes:

*Identify each foreign institutional investor holding 10% or more of the voting stock by name and address and the percentage of stock held.

*Indicate whether any investor has attempted to, or has exerted any control or influence over appointments to management positions or influenced the policies of the organization.

Question #9: Do any of the members of your organization's board of directors (or similar governing body), officers, executive personnel, general partners, regents, trustees or senior management officials hold any positions with, or serve as consultants for, any foreign person(s)? If yes:

*Provide the name, title, citizenship, immigration status and clearance or exclusion status on all such persons.

*Identify, by name and address, each foreign organization with which such persons serve and indicate the capacity in which they are serving.

* Include a Statement of Full Disclosure of Foreign Affiliations for every cleared individual who is a representative of a foreign interest.

Note: We expect the contractor to be able to answer this question fully for those individuals holding such positions with his/her foreign subsidiaries and any foreign interests. However, we do not expect and will not require the contractor to ask every individual to ascertain if he/she is serving as a director, officer or manager of a foreign person. We will ask the contractor to provide ongoing security education to all key management personnel of their responsibilities to report serving as an interlocking director or in any other type of positions with a foreign person to the best of their knowledge. The contractor will be certifying the response to this question as being to "the best of his/her knowledge" or "through his/her best efforts".

Question #10: Is there any other factor(s) that indicates or demonstrates a capability on the part of foreign persons to control or influence the operations or management of your organization? If yes:

*Describe the foreign involvement in detail, including why the involvement would not be reportable in the preceding questions.

CERTIFICATE PERTAINING TO FOREIGN INTERESTS <i>(Type or print all answers)</i>		Form Approved OMB No. 0704-0194 Expires Sep 30, 1997	
<p>The public reporting burden for this collection of information is estimated to average 70 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this information collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Service, Directorate for Information Operation and Reports (0704-0194), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.</p>			
PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ADDRESS. RETURN COMPLETED FORM TO YOUR RESPECTIVE COGNIZANT SECURITY OFFICE.			
PENALTY NOTICE			
Failure to answer all questions or any misrepresentation (by omission or concealment, or by misleading, false or partial answers) may serve as a basis for denial of clearance for access to classified information. In addition, Title 18, United States Code 1001, makes it a criminal offense, punishable by a maximum of five (5) years imprisonment, \$15,000 fine or both, knowingly to		make a false statement or representation to any Department or Agency of the United States, as to any matter within the jurisdiction of any Department or Agency of the United States. This includes any statement made herein which is knowingly incorrect, incomplete or misleading in any important particular.	
PROVISIONS			
1. This report is authorized by the Secretary of Defense, as Executive Agent for the National Industrial Security Program, pursuant to Executive Order 12829. While you are not required to respond, your eligibility for a facility clearance cannot be determined if you do not complete this form. The retention of a facility security clearance is contingent upon your compliance with the requirements of DoD 5220.22-M for submission of a revised form as appropriate.		2. When this report is submitted in confidence and is so marked, applicable exemptions to the Freedom of Information Act will be invoked to withhold it from public disclosure. 3. Complete all questions on this form. Mark "Yes" or "No" for each question. If your answer is "Yes" furnish in full the complete information under "Remarks."	
QUESTIONS AND ANSWERS			
1. (Answer <i>la.</i> or <i>lb.</i>)		YES	NO
a. (For entities which issue stock): Do any foreign person(s), directly or indirectly, own or have beneficial ownership of 5 percent or more of the outstanding shares of any class of your organization's equity securities?			
b. (For entities which do not issue stock): Has any foreign person directly or indirectly subscribed 5 percent or more of your organization's total capital commitment?			
2. Does your organization directly, or indirectly through your subsidiaries and/or affiliates, own 10 percent or more of any foreign interest?			
3. Do any non-U.S. citizens serve as members of your organization's board of directors (or similar governing body), officers, executive personnel, general partners, regents, trustees or senior management officials?			
4. Does any foreign person(s) have the power, direct or indirect, to control the election, appointment, or tenure of members of your organization's board of directors (or similar governing body) or other management positions of your organization, or have the power to control or cause the direction of other decisions or activities of your organization?			
5. Does your organization have any contracts, agreements, understandings, or arrangements with a foreign person(s)?			
6. Does your organization, whether as borrower, surety, guarantor or otherwise have any indebtedness, liabilities or obligations to a foreign person(s)?			
7. During your last fiscal year, did your organization derive:			
a. 5 percent or more of its total revenues or net income from any single foreign person?			
b. In the aggregate 30 percent or more of its revenues or net income from foreign persons?			
8. Is 10 percent or more of any class of your organization's voting securities held in "nominee" shares, in "street names" or in some other method which does not identify the beneficial owner?			
9. Do any of the members of your organization's board of directors (or similar governing body), officers, executive personnel, general partners, regents, trustees or senior management officials hold any positions with, or serve as consultants for, any foreign person(s)?			
10. Is there any other factor(s) that indicates or demonstrates a capability on the part of foreign persons to control or influence the operations or management of your organization?			

DD FORM 441s, APR 1997 PREVIOUS EDITION IS OBSOLETE.

REMARKS <i>(Attach additional sheets, if necessary, for a full detailed statement.)</i>	
CERTIFICATION	
I CERTIFY that the entries made by me above are true, complete, and correct to the best of my knowledge and belief and are made in good faith.	
WITNESSES: _____ _____ NOTE: In case of a corporation, a witness is not required but the certificate below must be completed. Type or print names under all signatures.	<div style="text-align: center;"> _____ <i>(Date Certified)</i> </div> By: _____ <div style="text-align: center;"> _____ <i>(Contractor)</i> </div> <div style="text-align: center;"> _____ <i>(Title)</i> </div> <div style="text-align: center;"> _____ <i>(Address)</i> </div>
NOTE: Contractor, if a corporation, should cause the following certificate to be executed under its corporate seal, provided that the same officer shall not execute both the Agreement and the Certificate.	
CERTIFICATE	
I, _____ certify that I am the _____ _____ of the corporation named as Contractor herein; that _____ _____ who signed this certificate on behalf of the Contractor, was then _____ _____ of said corporation; that said certificate was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.	
_____ <i>(Corporate Seal)</i>	_____ _____ <div style="text-align: center;"><i>(Signature and Date)</i></div>

DD FORM 441s, (BACK) APR 1997

DEFINITIONS FOR COMPLETION OF THE CERTIFICATE PERTAINING TO FOREIGN INTERESTS

Affiliate - Any entity effectively owned or controlled by another entity.

Beneficial Owner - The true owner of a security who may, for convenience, be recorded under the name of a nominee. Such ownership entitles the owner to the power to vote or direct the voting of a security or to impose or direct the disposition of a security.

Bond - A certificate which is evidence of a debt in which the issuer promises to repay a specified amount of money to the bondholder, plus a certain amount of interest, within a fixed period of time.

Convertible Debentures - Bonds which the holder can exchange for shares of voting stock.

Covenant - A detailed clause in a lending agreement designed to protect the lender.

Debenture - A general debt unsecured by a pledge of any specific piece of property. Like any other general creditor claims, a debenture is secured by any property not otherwise pledged.

Debt-to-Equity Ratio - Total liabilities divided by total shareholders' equity (total assets minus total liabilities of a corporation; also called stockholders' equity, equity, and net worth) . This shows to what extent owners' equity can cushion creditors' claims in the event of liquidation.

Equity Security - an ownership interest in a company, most often taking the form of corporate stock.

Foreign Interest - Any foreign government, agency of a foreign government, or representative of a foreign government; any form of business enterprise or legal entity organized, chartered or incorporated under the laws of any country other than the U.S. or its possessions and trust territories, and any person who is not a citizen or national of the United States.

Foreign Person - Any foreign interest and any US person effectively owned or controlled by a foreign interest.

Guarantor - One who makes the guaranty (an agreement or promise to answer for the debt, default or miscarriage of another)

Immigration Status - Legal basis for a non-US citizen's residence in the United States (e.g., work visa, admission for permanent residence) . Note: Immigration and Naturalization Service Form 1-9 is an excellent source for this information.

Joint Venture - A partnership or cooperative agreement between two or more persons or firms, usually restricted to a single specific undertaking. Normally the undertaking is of short duration, such as for the design and construction of a dam.

Liability - Claim on the assets of a company or individual.

Licensing Agreement - A permit granted by one business to another which permits duplication of processes and production of similar items.

Management Positions - for the purposes of the questions on this form, management positions shall include owners, officers, directors, partners, regents, trustees, senior management officials, other executive personnel and the facility security officer.

Nominee Share - A share of stock or registered bond certificate which has been registered in a name other than the actual owner.

Proxy - One who acts for another. Also, the document by which such a representative is authorized to act.

Representative of a Foreign Interest (RFI) - A citizen or national of the U.S., who is acting as a representative of a foreign interest (see Foreign Interest)

S.E.C. Schedule 13D - This schedule discloses beneficial ownership of certain registered equity securities. Any person or group of persons who acquire a beneficial ownership of more than 5 percent of a class of registered equity securities of certain issuers must file a Schedule 13D reporting such acquisition with certain other information.

S.E.C. Schedule 13G - This schedule is a much abbreviated version of Schedule 13D that is only available for use by a limited category of "persons" (such as banks, broker/dealers, and insurance companies) and even then only when the securities were acquired in the ordinary course of business and not with the purpose or effect of changing or influencing the control of the issuer.

Sales Agreement - An agreement between two parties for the sale of goods or services on a continuing basis.

Stock Option - An option is the right to buy or sell at some point in the future.

Street Name - The common practice of registering publicly traded securities in the name of one or more brokerage firms.

Subordinated Debenture - A bond having a claim on assets only after the senior debt has been paid off in the event of liquidation.

Surety - One who is immediately liable for the debt of another if that other person or entity fails to pay.

Total Capital Commitment - The sum of money and other property an enterprise uses in transacting its business.

US Person - Any form of business enterprise or entity organized, chartered or incorporated under the laws of the United States or its possessions and trust territories and any person who is a citizen or national of the United States.

REPRESENTATIVES OF A FOREIGN INTEREST (RFI) STATEMENT

A RFI is a citizen or national of the U.S., or an intending citizen to the U.S., who is acting as a representative of a foreign interest. If any individual having or requiring a DOE security clearance is a RFI, a RFI Statement (sample document attached) must be completed.

A Foreign Interest is any foreign government, agency of a foreign government, or representative of a foreign government; any form of business enterprise or legal entity organization, chartered or incorporated under the laws of any country, other than the U.S. or its possessions and trust territories, and any person who is not a citizen or national of the U.S.

Name of the foreign interest:

Address of the foreign interest:

The nature of business of the foreign firm and the products/services involved. Also indicate if they have any military application:

Full details of ownership or affiliation with the foreign interest:

The specific relationship between the foreign interest and the U.S. organization:

Your job titles and specific duties with the foreign interest:

Percentage of time devoted to foreign interest:

Percentage of U.S. organization's revenues and net income derived from foreign firm during the U.S. organization's most recently closed accounting year:

Name and address of all U.S. facilities where you hold or are in process for an access authorization:

The nature of business of all U.S. organizations and the products/services involved.

Summary of duties with the foreign firm. Provide detailed information, as well as position title:

Have you ever registered as an Agent of a foreign government as detailed in 18 U.S.C. 219? If so, please provide details:

- - - - -

CERTIFICATION: I recognize my special responsibility to protect classified information from disclosure to any unauthorized person, foreign, or domestic.

TYPE OR PRINTED NAME: _____

FULL NAME: _____ **DATE:** _____
Signature

SOCIAL SECURITY NUMBER: _____ **FACILITY:** _____

CONTENTS REVIEW REQUIRED BY THE OFFEROR

Prior to forwarding a FOCI submission to DOE, the offeror should review the FOCI documentation to ensure that:

- a. If the offeror is owned by a parent organization(s), the FOCI representations and certification(s) have been attached for all tier parents, i.e., ultimate parent and any intervening levels of ownership. Each certification must be signed and dated by an authorized official of the respective organization. [i.e., a person authorized to represent and sign for the organization as officially recorded by the organization (that is, in the document which sets forth the terms and conditions for its operation and management by laws, operating agreement, partnership agreement, etc.)]

In addition to the executed FOCI representations and certification, an offeror/bidder and, if applicable, its tier parents should also submit the following to the Contracting Officer, or a contractor with a DOE approved facility clearance and, if applicable, its tier parents should also submit the following to the Lead Responsible Office:

1. A copy of the U.S. company's articles of incorporation and an attested copy of the U.S. company's by-laws, or similar documents filed for the U.S. company's existence and management, and all amendments to those documents. NOTE: A contractor with a DOE approved facility clearance and, if applicable, its tier parents do not need to provide these documents unless (i) the U.S. company's articles of incorporation and by-laws, or similar documents filed for the U.S. company's existence and management, have been amended; or (ii) the Lead Responsible Office has requested the documents.
2. Complete and return the attached Supplemental FOCI Data Sheet. NOTE: A contractor with a DOE approved facility clearance and, if applicable, its tier parents do not need to provide the Supplemental FOCI Data Sheet unless (i) a change(s) has occurred which would affect the answers to the information in the Supplemental FOCI Data Sheet previously provided by the contractor and/or its tier parents, if applicable; or (ii) the Lead Responsible Office has requested the contractor and/or its tier parents to complete and return the Supplemental FOCI Data Sheet. The Supplemental FOCI Data Sheet will enable the Lead Responsible Office to review and verify the submitted information in a quicker and more thorough manner which will provide a quicker determination.
3. Consolidated information and statements for the organization's most recently closed accounting year:
 - a. Publicly-traded companies (whether the ultimate parent, intermediate parent, or subsidiary) should submit its annual report and securities and exchange commission form 10-K report for the most recently closed accounting year, as well as its most recent proxy statement for the annual meeting of stockholders.
 - b. Privately-owned companies (whether the ultimate parent, intermediate parent, or subsidiary) should submit consolidated financial information (i.e., to include the accounts of the company and its subsidiary companies) for the most recently closed accounting year. The financial information should be prepared and presented in accordance with

generally accepted accounting principles as established by the financial accounting standards board, to include accompanying footnote disclosures. If available, audited financial information should be provided. If audited financial information is not available, unaudited information should be accepted, but only if accompanied by a certification attesting to the unavailability of audited information.

4. Listing of owners, officers, directors, and executive personnel (OODEP)

The contractor and all tier parents shall submit a list identifying their respective organization's owners, owner's representatives, officers, directors, and executive personnel, to include their complete names; social security numbers; date and place of birth; citizenship; titles of all positions they hold within the organization; and what clearances, if any, they possess or are in the process of obtaining and identification of the government agency(ies) that granted or will be granting those clearances. (See attached OODEP List)

If any position is vacant, so state.

For sole proprietorships operating in community property states (Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Texas, Washington, or Wisconsin), information on the sole proprietor's spouse, if applicable, should also be provided on the OODEP listing.

With respect to the U.S. organization's owners, publicly-traded companies do not need to provide all identifying information on its owners as required on the OODEP listing unless those individuals are OODEP's of the U.S. organization. However, publicly-traded companies should provide the most recent copies of any Schedules 13D and/or 13G received from any beneficial owners (foreign or domestic) who hold 5 percent or more of any class of the U.S. organization's securities.

NOTE: *If any of these documents are missing the contracting officer cannot complete award of the contract.*

SUPPLEMENTAL FOCI DATA SHEET

PROVIDE RESPONSES TO THE QUESTIONS IDENTIFIED BELOW: (SUPPLEMENTAL PAGES MAY BE ATTACHED TO PROVIDE COMPLETE AND ACCURATE RESPONSES.)

1. Identify organizational structure: () corporation, () sole proprietorship, () limited partnership, () general partnership, () other - if so, identify.
2. Current legal company or organization name:

3. Other business names used (i.e. dba [doing business as]):

4. Date business was incorporated or established and state:

5. Enclose a copy of your organization's articles of incorporation and any amendments.
6. Enclose a copy of your organization's bylaws, or similar document, that affects the following: appointment of officers or directors, the amount and distribution of stock, or ownership, etc., and any amendments affecting those areas.
7. Stock ownership: () privately held, () publicly traded.
 - a.) Number of shares authorized: _____
 - b.) Number of shares issued: _____
 - c.) Is cumulative voting authorized? _____

8. Address and phone number for the point of contact for FOCI matters.

Point of Contact _____

Address: _____

Telephone _____

9. Name(s) of all tier parent organizations, if applicable:
10. How many positions of Director are authorized? _____
11. Who is assigned as Chairman of the Board? _____
12. Are any of your officers or directors representatives of a foreign interest (RFI)? If so, those individuals must complete the attached RFI statement. [] YES [] NO
13. Financial information to be provided: If privately held, an audited financial statement less than one year old. If publicly held, the most recent Annual Report & 10K Report, most recent proxy statement for the annual meeting of stockholders and any Schedule 13D and/or 13G received from any beneficial owners (foreign or domestic) who hold 5 percent or more of any class of the U.S. organizations securities.

(Revised 11/97)

Insert Page 14 (titled as below) from ADD-INS.PDF

OWNERS, OFFICERS, DIRECTORS AND EXECUTIVE PERSONNEL (OODEP) LIST

Insert Page 15 (titled as below) from ADD-INS.PDF

INSTRUCTIONS FOR COMPLETING THE OODEP LIST

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure.)

Approved by OMB

0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier __, if known. Congressional District, if known: _____		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____
6. Federal Department/Agency: _____	7. Federal Program Name/Description: CFDA Number, if applicable : _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> _____	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> _____	
Items 11 through 15 are deleted.		
<small>16 Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</small>		Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL

PART IV
SECTION L
INSTRUCTIONS, CONDITIONS AND NOTICES
TO OFFERORS
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SECTION L

INSTRUCTIONS, CONDITIONS AND NOTICESTO OFFERORSL.1 FAR 52.215-1 INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION
(OCT 1997) - ALTERNATE I (OCT 1997)

(a) *Definitions.* As used in this provision—

Discussions are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

In writing or written means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

Proposal modification is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

Proposal revision is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

Time, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.*

If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals.*

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show—

(i) The solicitation number;

- (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
 - (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
 - (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the Offeror's behalf with the Government in connection with this solicitation; and
 - (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
- (3) Late proposals and revisions.
- (i) Any proposal received at the office designated in the solicitation after the exact time specified for receipt of offers will not be considered unless it is received before award is made and—
 - (A) It was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
 - (B) It was sent by mail (or telegram or facsimile, if authorized) or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation;
 - (C) It was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays;
 - (D) It was transmitted through an electronic commerce method authorized by the solicitation and was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
 - (E) There is acceptable evidence to establish that it was received at the activity designated for receipt of offers and was under the

Government's control prior to the time set for receipt of offers, and the Contracting Officer determines that accepting the late offer would not unduly delay the procurement; or

- (F) It is the only proposal received.
- (ii) Any modification or revision of a proposal or response to request for information, including any final proposal revision, is subject to the same conditions as in subparagraphs (c)(3)(i)(A) through (c)(3)(i)(E) of this provision.
 - (iii) The only acceptable evidence to establish the date of mailing of a late proposal or modification or revision sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the proposal, response to a request for information, or modification or revision shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.
 - (iv) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
 - (v) The only acceptable evidence to establish the date of mailing of a late offer, modification or revision, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c)(3)(iii) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.
 - (vi) Notwithstanding paragraph (c)(3)(i) of this provision, a late modification or revision of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.
 - (vii) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation

authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision entitled “Facsimile Proposals.” Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative’s identity is made known and the representative signs a receipt for the proposal before award.

- (viii) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office.
- (4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
- (5) Proposals submitted in response to this solicitation shall be in English and in U.S. dollars, unless otherwise permitted by the solicitation.
- (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
- (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
- (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (d) *Offer expiration date.*

Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

- (e) *Restriction on disclosure and use of data.*

Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall—

- (1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of—or in connection with—the submission of this data, the Government shall have the right

to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

- (2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) *Contract award.*

- (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
- (2) The Government may reject any or all proposals if such action is in the Government's interest.
- (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a price and technical standpoint.
- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal

may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) The Government may disclose the following information in postaward debriefings to other offerors:
 - (i) The overall evaluated cost or price and technical rating of the successful offeror;
 - (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
 - (iii) A summary of the rationale for award; and
 - (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

L.2 FAR 52.215-16 FACILITIES CAPITAL COST OF MONEY (OCT 1997)

- (a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in subparagraph 31.205-10(a)(2) of the Federal Acquisition Regulation are met. One of the allowability criteria requires the prospective contractor to propose facilities capital cost of money in its offer.
- (b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

L.3 FAR 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)

- (a) *Exceptions from cost or pricing data.*
 - (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.
 - (i) *Identification of the law or regulation establishing the price offered.* If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) *Commercial item exception.* For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

- (A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;
- (B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;
- (C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Offeror's determination of the prices to be offered in the catalog or marketplace.

(b) *Requirements for cost or pricing data.*

If the Offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

- (1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.
- (2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

L.4. FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a cost-plus-fixed-fee contract resulting from this solicitation.

L.5. FAR 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW (APR 1984) (DEVIATION)

An award in the amount of \$10 million or more will not be made under this solicitation unless the offeror and each of its known first-tier subcontractors (to whom it intends to award a subcontract of \$10 million or more) are found, on the basis of a compliance review, to be able to comply with the provisions of the Equal Opportunity clause of this solicitation.

L.6 FAR 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

L.7. DEAR 952.227-84 RIGHT TO REQUEST PATENT WAIVER (FEB1998)

Offerors have the right to request a waiver of all or any part of the rights of the United States in inventions conceived or first actually reduced to practice in performance of the contract that may be awarded as a result of this solicitation, in advance of or within 30 days after the effective date of contracting. Even where such advance waiver is not requested or the request is denied, the Contractor will have a continuing right under the contract to request a waiver of the rights of the United States in identified inventions, i.e., individual inventions conceived or first actually reduced to practice in performance of the contract. Domestic small businesses and domestic nonprofit organizations normally will receive the patent rights clause at DEAR 952.227-11 which permits the Contractor to retain title to such inventions, except under contracts for management or operation of a Government-owned research and development facility or under contracts involving exceptional circumstances or intelligence activities. Therefore, small businesses and nonprofit organizations normally need not request a waiver. See the patent rights clause in the draft contract in this solicitation. See DOE's patent waiver regulations at 10 CFR, Part 784.

L.8. DEAR 952.233-2 SERVICE OF PROTEST (AUG 1996)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer by obtaining written and dated acknowledgment of receipt from Frederick T. Sienko, U.S. Department of Energy, Chicago Operations Office, 9800 S. Cass Avenue, Argonne, Illinois 60439.
- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.
- (c) Another copy of a protest lodged with the General Accounting Office shall be furnished to the following address within the time periods described in paragraph (b) of this clause:

U.S. Department of Energy
 Assistant General Counsel
 for Procurement and Financial Assistance (GC-61)
 1000 Independence Avenue, S.W.
 Washington, D.C. 20585
 Fax: (202) 586-4546

L.9. DEAR 952.233-4 NOTICE OF PROTEST FILE AVAILABILITY (SEP 1996)

- (a) If a protest of this procurement is filed with the General Accounting Office (GAO) in accordance with 4 C.F.R. Part 21, any actual or prospective offeror may request the Department of Energy to provide it with reasonable access to the protest file pursuant to FAR 33.104(a)(3)(ii), implementing section 1065 of Pub. L. 103-355. Such request must be in writing and addressed to the Contracting Officer for this procurement.
- (b) Any offeror who submits information or documents to the Department for the purpose of competing in this procurement is hereby notified that information or documents it submits may be included in the protest file that will be available to actual or prospective offerors in accordance with the requirements of FAR 33.104(a)(3)(ii). The Department will be required to make such documents available unless they are exempt from disclosure pursuant to the Freedom of Information Act. Therefore, offerors should mark any documents as to which they would assert that an exemption applies. See 10 CFR 1004.

L.10. DEAR 952.233-5 AGENCY PROTEST REVIEW (SEP 1996)

Protests to the Agency will be decided either at the level of the Head of the Contracting Activity or at the Headquarters level. The Department of Energy's agency protest procedures, set forth in 933.103, elaborate on these options and on the availability of a suspension of a procurement that is protested to the agency. The Department encourages potential protesters to discuss their concerns with the contracting officer prior to filing a protest.

L.11. DEAR 952.204-73 FOREIGN OWNERSHIP, CONTROL OR INFLUENCE OVER CONTRACTOR NOTICE (JUL 1997) - ALTERNATE I (DEC 1993)

Statute prohibits the award of a contract under a national security program to a company owned by an entity controlled by a foreign government unless a waiver is granted by the Secretary of Energy.

L.12. FOREIGN OWNERSHIP, CONTROL OR INFLUENCE (FOCI)

A list of sensitive foreign countries is included in Part III, Section J, Attachment No. 7. Offerors are notified that for initial FOCI certifications, the Chicago Operations Office will provide the FOCI determination and is the only office to which the Offeror and, if applicable, all tier parent organizations should provide new FOCI representations and certifications or written notification of changes.

L.13. DEAR 970.5204-57 AGREEMENT REGARDING WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (SEP 1997)

- (a) Any contract awarded as a result of this solicitation will be subject to the policies, criteria, and procedures of 10 CFR Part 707, Workplace Substance Abuse Programs at DOE Sites.
- (b) By submission of its offer, the Offeror agrees to provide the Contracting Officer, within 30 days after notification of selection for award, or award of a contract, whichever occurs first, pursuant to this solicitation, its written workplace substance abuse program consistent with the requirements of 10 CFR Part 707.
- (c) Failure of the Offeror to agree to the condition of responsibility set forth in paragraph (b) of this provision, renders the Offeror unqualified and ineligible for award.

L.14. FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these addresses: FAR solicitation provisions at: <http://www.gsa.gov/far>; DEAR solicitation provisions at: <http://www.pr.doe.gov/dear.html>.

L.15 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the provision.
- (b) The use in this solicitation of any Department of Energy Acquisition Regulation (48 CFR Chapter 9) provision with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

L.16. PREPARATION OF OFFERS

- (a) Offerors are expected to examine the drawings, specifications, Schedule, and all instructions. Failure to do so will be at the Offeror’s risk.
- (b) Each Offeror shall furnish the information required by the solicitation. The Offeror shall sign the offer and any erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent’s authority, unless that evidence has been previously furnished to the issuing office.
- (c) For each item offered, Offerors shall (1) show the unit price/cost, including, unless otherwise specified, packaging, packing, and preservation and (2) enter the extended price/cost for the quantity of each item offered in the “Amount” column of the Schedule. In case of discrepancy between a unit price/cost and an extended price/cost, the unit price/cost will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

- (d) Offers for supplies or services other than those specified will not be considered unless authorized by the solicitation.
- (e) Offerors must state a definite time for delivery of supplies or for performance of services, unless otherwise specified in the solicitation.

L.17. AVAILABILITY OF REFERENCE DOCUMENTS FOR BACKGROUND INFORMATION

Important technical and programmatic information are available to prospective Offerors. Documents 1 through 4 listed below can be found on the Office of Fissile Materials Disposition Internet WEB site. The internet address for this WEB site is URL: <http://web.fie.com/htdoc/fed/doe/fsl/pub/menu/any>. The DOE Departmental Price Change Index can be accessed by the following internet address for which the web site URL is: <http://www.fm.doe.gov/fm-20/escal97.htm>.

1. Surplus Fissile Material Storage and Disposition Final Programmatic Environmental Impact Statement, December 1996.
2. Surplus Fissile Materials Storage and Disposition Record of Decision, January 14 , 1997.
3. Technical Summary Report for Surplus Weapons-Usable Plutonium Disposition, October 31, 1996. This document identifies programmatic cost, schedule, and technical issues relating to plutonium disposition options.
4. Department of Energy Surplus Plutonium Disposition Environmental Impact Statement Notice of Intent [6405-01-P], May 16, 1997.

The following documents can be found on the Oak Ridge National Laboratory Internet web site. The internet address for this web site is URL: <http://www.ornl.gov.etc/FMDP/fmdpproc.htm>.

<u>REPORT NUMBER</u>	<u>REPORT TITLE</u>
DOE/MD-0005	Feasibility Assessment of Candidate DOE Sites and Buildings for a Mixed-Oxide (MOX) Fuel Fabrication Facility for Disposal of Excess Weapons-Usable Plutonium, Volume 1
ORNL/TM-13275	FMDP Reactor Alternative Summary Report; Vol. 1 - Existing LWR Alternative
ORNL/TM-13405	Fuel Qualification Issues and Strategies for Reactor-Based Surplus Plutonium Disposition
ORNL/TM-13416	History of the Weapons-Usable Plutonium Disposition Program Leading to DOE's Record of Decision
ORNL/TM-13417	Availability of Uranium Feed for the Fissile Materials Disposition Program; Volume 1: Depleted Uranium Hexafluoride

ORNL/TM-13419	Fissile Materials Disposition Program Light Water Reactor Mixed Oxide Fuel Irradiation Demonstration Test Project Plan
ORNL/TM-13421	Licensing Issues Associated With the Use of Mixed-Oxide Fuel in U.S. Commercial Nuclear Reactors
ORNL/TM-13422	Nuclear Data to Support Computer Code Validation
ORNL/TM-13423	Impact of Conversion to Mixed-Oxide Fuels on Reactor Structural Components
ORNL/TM-13424	Storage of Assemblies Containing Mixed-Oxide Fuel
ORNL/TM-13425	Cost Estimate and Economic Issues Associated With the MOX Option (Prior to DOE's Record of Decision)
ORNL/TM-13426	Safeguards and Security Considerations Associated With the Use of Mixed-Oxide Fuel in U.S. Commercial Reactors
ORNL/TM-13427	Transportation and Packaging Issues Involving the Disposition of Surplus Plutonium as MOX Fuel in Commercial LWRs
ORNL/TM-13504	Potential Effects of Gallium on Cladding Materials
ORNL/TM-13526	Programmatic and Technical Requirements for the FMDP MOX Fresh Fuel Transport Package
ORNL/TM-13573	Characterization of Candidate DOE Sites for Fabricating MOX Fuel for Lead Assemblies
ORNL/TM-13574	Revised Conceptual Designs for the FMDP MOX Fresh Fuel Transport Package
LA-UR-97-1442	Nuclear Regulatory Commission Considerations for Licensing a Mixed-Oxide Fuel Fabrication Facility
LA-UR-97-440	Nuclear Fuels Technologies Fiscal Year 1996 Research and Development Test Results
LA-UR-97-449	Nuclear Fuels Technologies Fiscal Year 1997 Research and Development Test Plan
LA-UR-97-2940	Safeguards and Security Considerations for a Mixed-Oxide Fuel Fabrication Facility
LA-UR-97-4423	Nuclear Fuels Technologies Fiscal Year 1997 Research and Development Test Results

LA-UR-97-4691 Design Impacts of Safeguards and Security Requirements for a U.S.
MOX Fuel Fabrication Facility

The following technical documents were prepared under contract to the U.S. Department of Energy (DOE). The DOE does not endorse the contents and the responsibility for the veracity of the information rests solely with the Contractor who authored the document.

1. Department of Energy Plutonium Disposition Study, Core Designs For Existing ABB-CE System 80 Reactors For the Disposition of Weapons-Grade Plutonium, dated October 25, 1996.
2. Optimization and Implementation Study of Plutonium Disposition Using Existing GE Boiling Water Reactors, dated September 30, 1996.
3. Information extracted from Plutonium Disposition Study, Implementation of Weapons Grade MOX Fuel in Existing Pressurized Water Reactors, dated August 30, 1996, prepared by Westinghouse Electric Corporation [This report has been issued as a revision to remove business-sensitive information in the author's original report but otherwise contains all the information in the original report].

These documents are available from the DOE Chicago Operations Office by contacting the SEB Secretary by mail at the following address:

U.S. Department of Energy
Chicago Operations Office
9800 South Cass Avenue
Argonne, IL 60439

ATTN: Ms. Marlene Martinez
Board Secretary
Building 201

RFP No. DE-RP0298CH10888

It should be noted, however, that these reports may include information that is subject to export control under Section 57b. of the Atomic Energy Act of 1954 (42 U.S.C. 2077) and implemented through Title 10 of the Code of Federal Regulations Part 810 (10 CFR 810). This provision regulates, among other things, the providing of assistance by U.S. persons to any foreign country pertaining to the fabrication of nuclear fuel containing plutonium (10 CFR 810.8(c)(1)).

The information contained in these reports is available for your use but should not be released to any foreign government, corporation, company, foreign-owned company residing within the U.S., foreign licensees, contractors, subsidiaries, persons or agents without the specific authorization of the Department of Energy.

By accepting any of these documents you are accepting responsibility for the control of the document and the information contained therein. Your acknowledgement and acceptance of this responsibility should be indicated by signing and providing the certification included in Part IV, Section L, Exhibit 5, with your request.

L.18. CLASSIFIED MATERIAL AND UNCLASSIFIED NUCLEAR INFORMATION (UCNI)

Performance under the proposed contract may involve access to classified material and UCNI. UCNI is regulated pursuant to 10 CFR Part 1017. If access to classified material is required, the successful Offeror will be required to obtain necessary security clearances from DOE for personnel who will have access to classified material.

L.19. EXPLANATION TO PROSPECTIVE OFFERORS

Any prospective Offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective Offerors before the submission of their offers. Oral explanation or instructions given before the award of the contract will not be binding. Any information given to a prospective Offeror concerning the solicitation will be furnished promptly to all other prospective Offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective Offeror.

L.20. CONTENT OF RESULTANT CONTRACT

Any contract awarded as a result of this RFP will contain PART I - The Schedule, PART II - General Contract Clauses, and PART III, Section J - List of Documents, Exhibits and Other Attachments. Blank areas appearing in these sections, indicated by "*" will be completed during negotiations.

L.21. SET-ASIDE INFORMATION

This acquisition is unrestricted and contains no set-aside provisions. However, for purposes of this solicitation a small business is defined as having 500 or fewer employees. The standard industrial classification code is 3443.

L.22. AN EQUAL RIGHTS NOTE

Wherever in the solicitation or contract "man," "men," or their related pronouns may appear, either as words or as parts of words (and other than with obvious reference to named male individuals), they have been used for literary purposes and are meant in their generic sense (i.e., to include all humankind - both female and male sexes).

L.23. FALSE STATEMENTS IN PROPOSALS

Proposals must set forth full, accurate, and complete information. The penalty for making false statements in proposals is prescribed in 18 U.S.C. 1001.

L.24. EXPENSES RELATED TO OFFEROR SUBMISSIONS

This solicitation does not commit the Government to pay any costs incurred in the submission of any proposal or in making necessary studies or designs for the preparation thereof or to procure or contract for any services.

L.25. RESPONSIBLE PROSPECTIVE CONTRACTORS

- (a) The general and additional minimum standards for responsible prospective Contractors set forth at 48 CFR 9.1 and 48 CFR 909.104-1 apply.
- (b) DOE may conduct preaward surveys in accordance with 48 CFR 9.106 and may solicit from available sources, relevant information concerning an Offeror's record of past performance, and use such information in making determinations of prospective offeror responsibility.

L.26. INFORMATION OF AWARD

Written notice to unsuccessful Offerors and contract award information will be promptly released in accordance with Federal and DOE regulations applicable to negotiated procurements.

L.27. DISPOSITION OF SOLICITATION DOCUMENTS

Drawings, specifications, and other documents supplied with the solicitation may be retained by the offeror (unless there is a requirement for a document to be completed and returned as part of the offer).

L.28. DISPOSITION OF PROPOSALS

Proposals will not be returned (except for timely withdrawals).

L.29. ALTERNATE PROPOSAL INFORMATION

Alternate proposals are not solicited, are not desired, and shall not be evaluated.

L.30. AMENDMENT OF THE SOLICITATION

The only method by which any term of this solicitation may be modified is by an express, formal amendment to the solicitation. No other communication made at any scheduled information exchange forum, workshop, conference, site visit, or subsequent discussions, whether oral or in writing, will modify or supersede the terms of this solicitation. Receipt of an amendment to a solicitation by an Offeror must be acknowledged in accordance with Provision L.1., FAR 52.215-1, Instructions to Offerors - Competitive Acquisition (OCT 1997) - Alternate I (OCT 1997).

L.31. QUALIFICATION CRITERIA COMPLIANCE

Proposals submitted in response to this Request for Proposals must meet each of the Qualification Criteria stated in Part IV, Section M, Evaluation Factors For Award, paragraph M.2.

L.32. INSTRUCTIONS FOR THE SUBMISSION OF PROPOSALS

(a) GENERAL INFORMATION AND PROPOSAL FORMAT

1. General Information

Full, accurate and complete information must be presented to sufficiently convey the Offeror's qualifications and capability to perform the Statement of Work (See Part I, Section C.1) to a person presumed to have no knowledge of the Offeror. The proposal will be evaluated against the Evaluation Criteria contained in Part IV - Section M. Selection will be made on the basis of an integrated assessment of the proposal submitted. In making this assessment, the SEB will make a subjective judgement of the overall value of each proposal with respect to the qualifications and capability of the Offeror to accomplish the work.

The importance of supplying full, accurate and complete information in the written proposal cannot be overemphasized. Under DOE's selection procedures, all responsive proposals received are given a careful review and evaluation and the relative standing of the firms is initially determined on the basis of the rating of the written proposals. After initial evaluation, discussions will be held with firms in the competitive range before a final selection is made by the Source Selection Official.

If submitting a proposal as a joint venture or as a proposed team through appropriate contractual arrangements (e.g., establishing a joint venture, partnering, designated subcontractors, etc.) due to the breadth of the expected requirements, the Offeror must include full, accurate and complete information on each of the participating firms, as well as on the proposed joint venture organization itself. Similarly, full, accurate and complete information should be included by the Offeror for any designated subcontractors who are proposed as fulfilling a solicitation requirement.

Offerors shall submit Standard Form 33, "Solicitation, Offer, and Award", with blocks 12 through 18 completed by the Offeror.

Offerors shall submit a signed original and twenty (20) copies of the Technical and Business Management, Cost, and Environmental Critique proposals.

Offerors shall utilize the Proposal Form (included as Exhibit 1 to this Part IV, Section L) as the cover for each of the three volumes (Technical and Business Management, Cost, and Environmental Critique) of the proposal.

The acceptance period entered on the Proposal Form by the Offeror shall not be less than 180 days. However, a longer period may be offered. The person signing the Proposal Form must have the authority to commit the Offeror to all the provisions of the proposal.

2. Proposal General Format and Content

a. In order to facilitate the review of proposals and provide a standard basis for evaluation, Offerors are required to follow the uniform format below:

- (i) Page size should be 8 1/2" by 11", printed on both sides, and appropriately numbered. The suggested font is Times New Roman. The font size shall not be less than 12 point.
- (ii) The maximum number of pages in the written portion of the Technical and Business Management Proposal shall be 200 pages (each side of a page counts as one page, exclusive of any appendices which should be kept to a minimum). Resumes, letters of commitment and other background documents such as: certified annual reports; Form 10K; financial statements; bond ratings and bond rating reports; FERC Form 1; summary of INPO evaluations, SALP and past performance information requested in paragraphs d(2)(a), (b) and (c) of this Section L.32, will not be included in the 200 page count. If an Offeror exceeds the page limitation, the Government will only evaluate the information contained in the first 200 pages of the Offeror's proposal.
- (iii) The proposal should be submitted in three physically separate volumes:

Volume I: Technical and Business Management Proposal
 Volume II: Cost Proposal
 Volume III: Environmental Critique Proposal

3. Preparation of Volume I - Technical and Business Management Proposal

General

The Offeror shall prepare a Technical and Business Management Proposal as set forth herein to provide a standard basis for evaluation and to ensure a uniform format and sequence. The Offeror shall not include these instructions in the Technical and Business Management Proposal. Additionally, no cost information shall be included in the Technical and Business Management Proposal.

With regard to the technical requirements described herein, the proposal should clearly and fully demonstrate the Offeror's qualifications and capabilities with respect to the evaluation criteria in Section M. Stating that the Offeror

understands and will comply with the technical requirements is not adequate. Similarly, phrases such as “employ standard procedures” or “use well known techniques” are also not adequate. Failure to follow the instructions regarding organization and content of the Technical and Business Management Proposal may result in the Offeror’s proposal being deemed unacceptable.

a. Format and Content

At a minimum, the proposal shall contain the information specified below in accordance with the following general format:

- (i) Standard Form 33 - Included in Part I, Section A.
- (ii) RFP Section B.2, “Estimated Cost, Fixed Fee, Obligation of Funds, and Financial Limitations”, with the Offeror’s total estimated cost and fixed fee for the base contract inserted in the appropriate spaces.
- (iii) RFP Section F.1, “Period of Performance”, with the estimated on or about completion date for the base contract effort, and the term through dates (expressed in the number of months) for the base contract and Options 1, 2 and 3 inserted in the appropriate spaces.
- (iv) RFP Section H, Clause No. H.12 with the fraction [F] (0 to 1) of the savings payable to the Government completed; Clause No. H.13, with the name of the fuel fabricator inserted; and Clause No. H.14, with the name(s) of the utility company(ies) and the NRC licensed CLWR’s inserted.
- (v) RFP Sections I.1, I.2, I.3 and I.4, FAR 52.223-3, with the hazardous material and identification number, if any, inserted; FAR 52.227-23, Rights to Proposal Data (Technical) (JUN 1987), with the page numbers and proposal date inserted; and in Section I.2, FAR 52.225-15, with the unit of measure, quantity and price for price comparison purposes inserted in paragraph (d), if applicable.
- (vi) RFP Section J.3, “Key Personnel”, with the names of the individuals assigned as Key Personnel listed.
- (vii) Proposal Form - Included in Part IV, Section L, Exhibit 1.
- (viii) Table of Contents
- (xi) Technical Discussion - This section should follow the sequence of the numbered paragraphs of the Evaluation Criteria in Part IV - Section M. It should address the following items:

b. Technical Approach

The Offeror shall provide information necessary to demonstrate its thorough and complete understanding of the technical activities described in the SOW. The Offeror's proposal should reflect this understanding by clearly describing its technical approach to accomplishing the requirements of the SOW while reflecting an overarching commitment to safety and a minimization of technical risks. The technical approach should, in particular, address each of the following items and include, as necessary, the identification of the performing organization, technical basis for the proposed approach, identification of technical risks and a strategy to mitigate or eliminate such risks, and the proposed schedule and milestones for accomplishment.

(1) Approach to Irradiation Services

- (a) Describe the approach for fuel design and core management, including, but not limited to:
 - (i) the development and validation of required codes;
 - (ii) the interchangeability of MOX fuel with LEU fuel; and
 - (iii) the achievement of 20,000 MWd/MTHM burnup of all MOX fuel assemblies by the end of year 2022. Include a table identifying the proposed plutonium and MOX fuel loading quantities by mission reactor, by year, and cumulatively.
- (b) Describe the approach to licensing the mission reactors to burn MOX fuel, including, but not limited to:
 - (i) identification of the strategy for obtaining license amendments for mission reactors;
 - (ii) anticipated licensing issues and proposed solutions; and
 - (iii) anticipated licensing schedules and any linkage of the licensing approach to fuel qualification activities.
- (c) Describe the approach for transition to MOX fuel reactor operations including any problems and proposed solutions in the areas of:
 - (i) required mission reactor plant and facility modifications;

- (ii) start-up testing;
- (iii) any changes to mission reactor operations as a result of using MOX fuel; and
- (iv) any required mission reactor license extensions to accomplish the mission.

(2) Approach to Fuel Fabrication Services

For purposes of proposal preparation, the Offeror shall assume that the design will be for a new MOX Fuel Fabrication Facility.

- (a) Describe the approach for integrating the design, construction, operations, and deactivation of the MOX Fuel Fabrication Facility on a DOE Host Site.
- (b) Describe the approach, including any problems and proposed solutions, and schedules for the design and construction management of the MOX Fuel Fabrication Facility, including your procurement strategy for maximizing competition and use of other innovative methods to reduce the overall cost of acquisition to the Government.
- (c) Describe the licensing approach for the MOX Fuel Fabrication Facility, anticipated licensing problems and proposed solutions, anticipated licensing schedules and any linkage of the MOX Fuel Fabrication Facility licensing approach to fuel qualification activities.
- (d) Describe the approach for obtaining all required permits for the MOX Fuel Fabrication Facility.
- (e) Describe the approach, including any problems and proposed solutions, to cold start-up and transition to operations (hot start-up through achievement of full operations).
- (f) Describe the approach, including any problems and proposed solutions, to plant operations, including the approach for accommodating any fluctuations in the supply of plutonium oxide.
- (g) Describe the approach for minimizing radiation exposure, waste materials generation, and costs for performing deactivation of the MOX Fuel Fabrication Facility.

- (h) Describe the approach to implementing safeguards and security measures at the MOX Fuel Fabrication Facility.
 - (i) Describe the ES&H management philosophy and discuss how it will be reflected in your management approach, systems and procedures for all MOX Fuel Fabrication Facility operations.
 - (j) Describe the approach to implementing quality assurance for the MOX Fuel Fabrication Facility.
- (3) Approach to Fuel Qualification
- (a) Provide a fuel qualification plan. The qualification plan shall include a description of the major steps to achieve fuel qualification, including how European and domestic data can be used for fuel design, the Offeror's need for and its ability to fabricate test/demonstration fuel, whether or not the Advanced Test Reactor will be required for irradiation of test pins, an irradiation plan, and a schedule for fuel qualification activities. Fuel for testing or qualification purposes, if required by the Contractor, can be produced at one of the following facilities:
 - i. From the MOX Fuel Fabrication Facility designed, built, and operated pursuant to the SOW, if the schedule for the facility meets the Contractor's requirements for fuel qualification.
 - ii. For limited amounts of test pins (up to 1 MTHM/yr), from the TA-55 facility at the DOE Host Site Los Alamos National Laboratory. For the purpose of preparation of the fuel qualification plan, the Offeror may assume that for TA-55 fabrication of pins, the facility will be operational three years after the SPD EIS ROD.
 - iii. If because (i) and (ii) do not meet the Contractor's needs, from a dedicated lead assembly fuel fabrication facility at a DOE Host Site identified in the SPD EIS ROD for lead assembly fabrication (See ORNL/TM-13573, Characterization of Candidate DOE Sites for Fabricating MOX Fuel for Lead Assemblies). For DOE Host Sites to be named in the SPD EIS ROD for the purposes of fabrication of MOX test/demonstration fuel, assume facilities will be

operational four and one half years after the SPD EIS ROD.

- (b) Describe the approach to integrate the fuel qualification activities, if required, with the DOE Host Site operating contractor.

c. Business Management Approach

(1) Organization and Roles

- (a) Describe the organizational structure of the Offeror. Provide the rationale for the organizational structure and describe the roles and responsibilities of the various organizational elements in carrying out the SOW, and the interrelationships and communication pathways between the participants and DOE. For the Key Personnel identified in L.32.(2)3.e., indicate where they appear on the organizational structure.
- (b) Describe the staffing plan to provide qualified personnel during the course of the entire project. Include information on your ability to reassign personnel from corporate-wide resources and your recruitment approach to hiring qualified substitutes or additional personnel from external sources to adequately maintain full staffing levels and to meet unexpected demand.
- (c) Identify the requirements, functions, roles, and duration of effort of planned major subcontractors and consultants. Identify any pre-award subcontracts or consulting agreements and the rationale and benefits of their proposed use. Discuss the proposed approach to the timely selection of other major subcontractors following contract award.
- (d) Provide a concise discussion of relevant information on the location and description of corporate facilities and equipment, including computer equipment, computer programs, models, databases, document libraries, monitoring equipment or other special capabilities which may be utilized to perform the Statement of Work.

(2) Project Management

- (a) Describe the project management approach to:
 - (1) Properly define and organize the project work;

- (2) Establish and maintain technical, schedule, and cost baselines and ensure accurate, timely and properly controlled changes.
 - (3) Develop practical, meaningful performance indicators to provide early warnings or project problems;
 - (4) Ensure management visibility for control of technical, schedule, and cost baselines; and
 - (5) Provide timely, valid, and traceable baseline performance and trend data.
 - (b) Describe the systems to be used to integrate all management and technical requirements across all participating organizations.
 - (c) Describe the approach for factoring identified areas of technical risk into cost and schedule baselines and associated performance indicators.
 - (d) Provide an initial Contract Summary Work Breakdown Structure (CSWBS), including element definition, by expanding the Project Summary Work Breakdown Structure (PSWBS), located in Part III, Section J, Attachment 3, down to a level necessary to capture all elements of the SOW. In addition, provide an anticipated Organizational Breakdown Structure (OBS) which maps to the CSWBS for the entire project. Provide the schedule for base contract activities at the CSWBS level. Provide a schedule for the entire project at Level 3 of the CSWBS. The Offeror's CSWBS element definition, corresponding schedule and corresponding cost proposal elements shall comprise the initial Project Baseline Plan.
- (3) Financial Capability
- (a) The Offeror should submit its latest certified annual report, Form 10K, financial statements, and any other evidence of the Offeror's audited financial status sufficient to demonstrate its capability to carry out the proposed work. State what percentage the base contract will represent of the Offeror's total business during the period of performance. For mission reactors:
 - (1) Provide the current bond rating(s) and any bond rating agency reports for the owner and operator which cover the mission reactors being proposed.

- (2) Provide a copy of the last three annual reports for the entity authorized to commit the mission reactors.
- (3) Provide the latest Form 10K for the entity authorized to commit the mission reactors or, should one not be required to be prepared, provide document(s) containing comparable information.
- (4) Provide the mission reactors current FERC Form 1 broken out by unit(s) if the unit(s) proposed are part of a multi-unit plant. Should an organization not be required to prepare FERC Form 1, provide document(s) containing comparable information.

- (b) The Offeror shall describe its systems for estimating, accounting, and financial controls.

d. Past Experience and Past Performance

For the purpose of providing information on an Offeror's past experience and past performance, an Offeror shall be defined as those companies which have established business arrangements or relationships for this solicitation, and shall include, where relevant, any of their predecessor companies, key personnel, and subcontractors that will perform major or critical aspects of the Statement of Work.

(1) Past Experience

The Offeror shall describe its past experience in providing services over the past ten years which are of a similar nature to those required in the SOW. Specifically, the Offeror should describe its past experience in performing the following activities:

- (a) Project Integration, including technical and project management of large complex integrated projects comparable to that described in the SOW.
- (b) Fuel Fabricat ion Services, including design, licensing, permitting, safety, construction management, cold start-up, hot start-up, transition to operations, operations, fabrication of commercial nuclear fuel (especially MOX fuel), fuel performance and the deactivation of nuclear facilities.

- (c) Irradiation Services, including the Offeror's experience in obtaining NRC license amendment approvals and the Offeror's experience in fuel development.
- (2) Past Performance
- (a) The Offeror, except for the fuel fabricator and utility companies, shall provide information on the last five (5) contracts (including current contracts) during the past three (3) years which are similar in size, scope and complexity to the work described in the SOW. The Offeror shall describe how each contract is similar to the work described in the SOW. Contracts listed may include those entered into with the Federal Government, State or local governments, and commercial customers. The Offeror shall include the following information for each contract:
- Name of contracting activity
 - Contract number
 - Contract type
 - Total contract value
 - Date of contract
 - Period of performance
 - Place of performance
 - Exact nature of the work, including its scope, complexity and duration.
 - Customer's contracting officer and telephone number
 - Customer's program manager and telephone number.
- (i) The Offeror may also provide information on problems encountered on the contracts and corrective actions taken to resolve these problems. The Offeror should not provide general information on their performance on the identified contracts. General performance information will be obtained from the references.
- (ii) The Offeror may describe any quality awards or certifications which the Offeror has received. The Offeror should identify what segment of the company (one division or the entire company) that received the award or certification and describe when the award or certification was bestowed and how this award reflects on the company that will be performing the SOW.

- (iii) The “Past Performance Information Form” located in Part IV, Section L, Exhibit 2, will be used by DOE to collect past performance information on the Offeror (except for the fuel fabricator and utility companies). References other than those identified by the Offeror may also be contacted by DOE and the information received may also be used in the evaluation of the Offeror’s past performance.
 - (iv) The “Client Authorization Letter” located in Part IV, Section L, Exhibit 3, is provided as an example of a letter the Offeror may wish to use to allow its clients to release past performance information, such as that included in the “Past Performance Information Form,” to DOE.
- (b) For the utility companies, the Offeror shall describe their performance over the past five years in the following areas as applicable:
 - (i) Safety and enforcement actions over the past five years, including the number and type of NRC and/or other cognizant foreign authority violations (fines and penalties).
 - (ii) Whether any of the Offeror’s reactors, including mission reactors, have been placed on the NRC watch list or have been shut down or derated by the NRC.
 - (iii) Occupational safety and health data on (1) total recordable cases/200,000 hours worked/year, lost workday cases/200,000 hours worked/year, and number of lost workdays/year, and (2) number of occupational safety and health violations (injuries and loss of work days) on an annual basis over the past five years.
 - (iv) Compliance with all other environmental laws and regulations, including all Notices of Violations and associated fines on an annual basis over the past five years.
 - (v) Relationships with interested parties (i.e. the general public, Public Utility Commissions, regulatory agencies, and public interest groups) including the Offeror’s ability to successfully address and resolve their concerns.

- (vi) Reactor capacity performance over the past five years.
 - (vii) Reactors' operational performance as indicated in the SALP and in a summary of INPO evaluations, if available.
 - (viii) Number of successful reactor license amendment applications.
- (c) For the fuel fabricator, the Offeror shall describe their performance over the past five years in the following areas as applicable:
- (i) Safety and enforcement actions over the past five years, including the number and type of NRC and/or other cognizant foreign authority violations (fines and penalties).
 - (ii) Occupational safety and health data on (1) total recordable cases/200,000 hours worked/year, lost workday cases/200,000 hours worked/year, and number of lost workdays/year, and (2) number of occupational safety and health violations (injuries and loss of work days) on an annual basis over the past five years.
 - (iii) Compliance with all other environmental laws and regulations, including all Notices of Violations, and associated fines on an annual basis over the past five years.
 - (iv) Relationships with interested parties (i.e. the general public, Public Utility Commissions, regulatory agencies, and public interest groups) including the Offeror's ability to successfully address and resolve their concerns.
 - (v) The amount and type of commercial nuclear fuel delivered per year by mass and by assembly.
 - (vi) Amount of Pu feed (MTHM) processed per year.

e. Key Personnel

- (1) The Offeror shall identify the personnel proposed to fill each Key Personnel position and provide a resume which substantiates the individual's depth of experience, demonstrated performance, experience with inter-firm project integration, education, professional credentials, accomplishments, and qualifications to demonstrate that the proposed individual can fulfill the requirements of the position. The resumes should clearly identify the current position held by each of the proposed Key Personnel. References listed in the resumes may be contacted to verify relevant experience as part of the evaluation process.
- (2) The Offeror shall provide information as to the date of availability of the Key Personnel to perform the services required under the proposed contract. A commitment (signed Letters of Intent) for those persons, not currently employed by the Offeror, are also required.
- (3) The Offeror shall discuss its plan to assure the availability and continuity of Key Personnel throughout the duration of the project, including the executive development of any future Project Managers.

f. Summary of Exceptions, Deviations, and Assumptions

The Offeror shall identify and explain any exceptions, deviations or conditional assumptions requested with respect to the following sections of this solicitation:

- (i) The requirements of this Subsection (L.32), Item 3.
- (ii) The requirements of Part I - Sections B through H.
- (iii) The requirements of Part II - Section I.
- (iv) The requirements of Part III - Section J.

Any exceptions or deviations requested with respect to the above items must contain sufficient amplification and justification to permit evaluation. All benefits to the Government shall be explained for each exception requested. No requested exceptions, deviations or conditional assumptions will be effective unless they demonstrate a benefit to the Government and are incorporated into the solicitation by a formal amendment.

g. Proposal Information. Offerors shall submit the following information specifically addressing each item in the same order in which it appears:

(1) Qualification Criteria Statement

The Offeror must explain how each of the Qualification Criteria contained in Part IV, Section M, Paragraph M.2 are met. Provide documentation (such as letters of commitment, company board resolutions, signed agreements, etc.) from authorized representatives of the Fuel Fabricator and the utility company or companies describing their commitment to performing their respective services required in the Statement of Work. In addition, the Offeror must (1) identify in Clause H.13 the Fuel Fabricator which is committed to providing the required fuel fabrication services, and (2) identify in Clause H.14 the utility company or companies and the specific mission reactors which are committed to perform the required irradiation services.

(2) Offeror Representations, Certifications and Other Statements of Bidders/Offerors

The Representations, Certifications and Other Statements of the Bidders/Offerors in Part IV - Section K are to be fully executed.

(3) Organizational Conflicts of Interest (OCI) Disclosure Statement and Foreign Ownership, Control, or Influence (FOCI) Certification

Provide the OCI disclosure statement and FOCI Certification required in Part IV - Section K.

(4) Offeror's Procurement System

State whether a Federal agency has conducted a Contractor Procurement System Review (CPSR) and, if a CPSR has been conducted, provide the name and address of the agency which conducted a CPSR and the name and telephone number of the appropriate agency individual.

4. Preparation of Volume II - Cost Proposal(a) General

- (1) The Cost Proposal. Volume II consists of the Offeror's estimated cost to perform the required work as set forth in the Statement of Work (SOW) for the base period. The cost proposal will be evaluated to determine the adequacy, realism, and reasonableness of the proposed costs and to determine the probable cost to the government, as well as being the basis for any cost negotiations. The Federal Acquisition Regulations (FAR) Part 31, Contract Cost Principles and Procedures, as supplemented by DEAR 931.2, Contracts with Commercial Organizations, shall be the

guide to the definition of the cost elements. The proposal should be accurate, complete and well documented.

- (2) Escalation. Proposed costs shall be stated in 1998 dollars escalated to each calendar year's midpoint. The Offeror shall identify the escalation factor used for each cost element.
- (3) Identification. All pages, including forms and exhibits, must be sequentially numbered and must be identified and listed in the table of contents or index.
- (4) Modification to Cost Proposal. Any modification to the cost proposal shall clearly indicate the cost impact of the modification to the same level of detail shown in the original proposal. Tables or exhibits impacted by any change shall be clearly identified, revised and dated.
- (5) Certified Cost or Pricing Data. Offerors will be required to certify, in accordance with FAR 15.403-4(b)(2), that the cost or pricing data submitted is current, complete and accurate. The Offeror will also be required to submit or arrange for the submission of current, complete and accurate cost or pricing data from its prospective subcontractors.
- (6) Subcontracts. For each proposed subcontract expected to exceed \$1,000,000, the Offeror shall submit a cost proposal with supporting exhibits and documentation. In addition, the Offeror shall provide the following information for all subcontract costs proposed.
 - (a) The cost or price analysis performed by the Offeror in determining the allocability, allowability and reasonableness of the proposed costs.
 - (b) Type of contract contemplated.
 - (c) Any affiliations with the Offeror, if any.
- (b) Format and Content. The proposal shall, at a minimum, contain the information specified below in accordance with the following general format.
 - (1) Proposal Form. (Included in Part IV, Section L, Exhibit 1.)
 - (2) Cost Proposal. The Offeror's proposed costs shall be submitted in accordance with FAR 15.408, Table 15-2 - Instructions for Submitting Cost/Price Proposals When Cost or Pricing Data Are Required. The cost proposal shall identify the total costs of performing the base contract period.

In support of the cost proposal, the Offeror shall provide the following:

- (a) A summary of annual cost and total cost by cost element for the base period of the contract. The total of this summary shall tie back to the total on the first page of the cost proposal.
- (b) A summary of base contract period cost by the lowest level of the CSWBS, time phased by month for the first two years of the base contract period and by quarter for the remainder of the base contract period.
- (c) Payment to the Government

The Offeror shall indicate the fraction [F] (0 to 1) of the savings payable to the Government in accordance with Clause H.12, PAYMENT AFTER TRANSITION TO FULL OPERATIONS OF THE MOX FUEL FABRICATION FACILITY. NOTE: [F] does not have to be a fixed fraction but may vary as a function of the savings.

- (d) Summary of Exceptions, Deviations, and Assumptions

The Offeror shall identify and explain any exceptions, deviations, or conditional assumptions requested with respect to the requirements of this Cost Proposal. Any exceptions, deviations, or conditional assumptions requested must contain sufficient explanation and justification to permit evaluation of its benefit to the Government. No requested exceptions, deviations, or conditional assumptions shall be effective unless they demonstrate a benefit to the Government and are incorporated into the solicitation by a formal amendment.

5. Preparation of Volume III

- (a) General
 - (1) Environmental Critique Proposal. Volume III consists of the Offeror's environmental data and analyses as required by 10 CFR Part 1021.216. The environmental data and analyses submitted by the Offeror will be evaluated and its accuracy verified by DOE. For Offerors in the competitive range, DOE shall use this data and analyses, together with supplemental information developed by DOE, to prepare an environmental critique as described in Section M.5.e.
 - (2) Format and Content. All Offerors must submit the environmental data and analyses requested in Part IV, Section L, Exhibit 4.

L.33. SUBMISSION OF PROPOSALS(a) Signed Originals

Copy No. 1 of the proposal shall contain the signed original of all documents requiring signature by the Offeror. Use of reproductions of signed originals on the remaining twenty (20) copies is acceptable.

(b) Handcarried Proposals

External markings for the submitted package(s) shall be substantially as set forth in (d) below. The Offeror may handcarry the proposal or other communication to DOE at the address set forth below.

If the Offeror elects to forward the proposal by means other than the U. S. Mail, it assumes the fully responsibility of insuring that the proposal is received by the date and time specified in (c) below. Such proposals must be closed and sealed as if for mailing.

NOTE: YOU ARE ADVISED THAT THE CHICAGO OPERATIONS OFFICE OF THE DEPARTMENT OF ENERGY (DOE) IS LOCATED ON THE SITE OF ARGONNE NATIONAL LABORATORY (ANL) AND THAT, IF HANDCARRIED, DELIVERY OF YOUR PROPOSAL MUST BE MADE ONLY TO THE SPECIFIED ROOM SET FORTH IN (d) BELOW, AT THE ADDRESS SPECIFIED THEREIN. DELIVERY TO ANY LOCATION OTHER THAN DOE IS UNACCEPTABLE, INCLUDING DELIVERY TO THE ANL VISITOR'S RECEPTION CENTER, ANL LOADING DOCKS, OR ANY OTHER ANL RECEIVING POINT. ANL IS A SECURED SITE AND SUFFICIENT TIME SHOULD BE ALLOTTED FOR NORMAL ADMITTANCE PROCEDURES.

(c) Date, Time, and Place of Submission of Proposals

Proposals must be received in the room designated in (d) below, NO LATER THAN 3:00 P.M., LOCAL PREVAILING TIME, August 14, 1998.

CAUTION: Late Proposals, Modifications, and Withdrawals will be treated in accordance with the provisions set forth in Part IV - Subsection L.1.

(d) Mailing Labels

Being Sent by Mail (including Modifications being sent by Telegraph)

External markings for the submitted proposal package(s) shall be as set forth below. The Offeror shall complete all blanks utilizing the data set forth in (c) above.

FROM: _____

MAIL TO:

U. S. Department of Energy
Chicago Operations Office
9800 South Cass Avenue
Argonne, IL 60439

ATTN: Ms. Marlene Martinez
Board Secretary
Building 201, Room 311

RFP No. DE-RP02-98CH10888

DUE: _____
(Time) (Date)

“TO BE OPENED BY BOARD SECRETARY FOR THE RFP FOR
MIXED OXIDE (MOX) FUEL FABRICATION AND REACTOR
IRRADIATION SERVICES.”

NOTICE TO DOE MAIL ROOM: THIS IS A PROPOSAL UNDER
THE ABOVE IDENTIFIED RFP. THE DATE AND TIME OF
RECEIPT IS TO BE LOGGED AND MARKED ON THIS PACKAGE.

L.34. CONTRACT PAYMENT METHODS

Payment for amounts invoiced under an award, if any, resulting from this solicitation will be made either by Treasury Check or by electronic funds transfer. The latter will be made through the On-Line Payment and Collection System (OPAC) to a designated financial institution. The Government will determine the method of payment at the time of payment in accordance with applicable Department of Treasury requirements.

Under the OPAC, payments can be made to financial institutions that have access to the Federal Reserve Communications Systems (FRCS) or to financial institutions that do not have access to the FRCS, through correspondent financial institutions or Federal Reserve Banks. OPAC payments will be accompanied by information messages regarding the invoice being paid and the Contractor's account number at the financial institution.

Contractors will be required to provide certain payee bank account information needed for the making of the OPAC payments.

L.35. EVALUATION OF OPTIONS

For award purposes, the Government will evaluate an Offeror's technical capability to perform the scope of work for all options; however, prices for the options are not requested nor will they be evaluated. In addition, an Offeror's proposed fraction (f) to be included in Clause H.12, Payment After Transition to Full Operations of the MOX Fuel Fabrication Facility, will not be evaluated.

PROPOSAL

TO:

UNITED STATES DEPARTMENT OF ENERGY
CHICAGO OPERATIONS OFFICE
9800 S. CASS AVENUE
ARGONNE, ILLINOIS 60439
ATTN: MARLENE E. MARTINEZ
BUILDING 201, ROOM 311

RFP NO.: DE-RP02-98CH10888TITLE: MIXED OXIDE (MOX) FUEL FABRICATION AND REACTOR IRRADIATION SERVICES

This Proposal consists of the following:

A	B	C
Proposal Part Numbers and Description <input type="checkbox"/> Part I - Technical and Business Management Proposal <input type="checkbox"/> Part II - Cost Proposal <input type="checkbox"/> Part III - Environmental Critique Proposal	Number of Volumes for each Part No. (Indicate No. of copies)	State for each part whether or not exceptions or deviations are requested (YES or NO) and identify on a separate attached sheet of paper. No such requested exceptions or deviations will be effective unless they are judged to be beneficial to the Government and are incorporated into the solicitation by a formal amendment.

(Check to indicate which part is attached)

OFFER AND ACCEPTANCE PERIOD:

The Undersigned offers and agrees that if this offer is accepted within 180 calendar days from the date designated for receipt of offers, to furnish the items and/or services in accordance with the above RFP and this proposal.

Official Authorized to Obligate Offeror

Name of Offeror's Organization

Name _____

Address of Organization

Title _____

City

Signature _____

State/Zip

Date _____

County

Telephone No. _____

(Proprietary data legend, if applicable)
See Section L of the Solicitation

PAST PERFORMANCE INFORMATION FORM

I. Summary

1. Contract Number:
2. Contractor (Name, Address and Zip Code):
3. Type of Contract: Negotiated _____ Sealed Bid _____
4. Complexity of Work: Difficult _____ Routine _____
5. Description and location of Work: (Attach additional pages as necessary)
6. Contract Amount: _____
Status: Active _____ Complete _____
7. Date of Award: _____
Contract Completion Date (Including Extensions): _____
8. Type and Extent of Subcontracting: (Attach additional pages as necessary)
9. Name, Title, Address, and Telephone Number of the respondent:

II. Evaluation**A. Quality of Service**

1. To what extent did the contractor meet the contract technical requirements?

Considerably surpassed minimum requirements { }4
 Exceeded minimum requirements { }3
 Met minimum requirements { }2
 Less than minimum requirements { }1

Comment: _____

2. To what extent were the contractor's reports and documentation accurate and complete?

Considerably surpassed minimum requirements { }4
 Exceeded minimum requirements { }3
 Met minimum requirements { }2
 Less than minimum requirements { }1

Comment: _____

3. Did the contractor receive any quality awards during the performance of this contract?

Yes _____ if so, how many, and nature of award

None _____

B. Timeliness of Performance

1. To what extent did the contractor adhere to contract delivery schedules?

Considerably surpassed minimum requirements { }4
 Exceeded minimum requirements { }3
 Met minimum requirements { }2
 Less than minimum requirements { }1

Comment: _____

2. To what extent did the contractor submit required reports and documentation in a timely manner?

Considerably surpassed minimum requirements { }4
 Exceeded minimum requirements { }3
 Met minimum requirements { }2
 Less than minimum requirements { }1

Comment: _____

3. To what extent did the contractor display initiative in meeting requirements?

Displayed considerable initiative { }4
 Displayed some initiative { }3
 Displayed little initiative { }2
 Displayed no initiative { }1

Comment: _____

4. Did the contractor commit adequate resources in a timely fashion to the contract to meet the requirements and to successfully solve problems?

Provided abundant resources..... { }4
 Provided sufficient resources { }3
 Provided minimal resources { }2
 Provided insufficient resources { }1

Comment: _____

5. To what extent did the contractor comply with contract changes in a timely manner?

Considerably surpassed minimum requirements { }4
 Exceeded minimum requirements { }3
 Met minimum requirements { }2
 Less than minimum requirements { }1

Comment: _____

6. To what extent did the contractor respond positively and promptly to technical directions, contract change orders, etc.?

Considerably surpassed minimum requirements { }4
 Exceeded minimum requirements { }3
 Met minimum requirements { }2
 Less than minimum requirements { }1

Comment: _____

C. Cost Control

1. To what extent did the contractor appropriately price contract changes?

Always reasonable { }4
 Mostly reasonable { }3
 Some times reasonable { }2
 Never reasonable { }1

Comment: _____

2. To what extent did the contractor meet the proposed cost estimates?

Less than estimated cost { }4
 Comparatively equal to estimated cost..... { }3
 Exceeded the estimated cost..... { }2
 Considerably surpassed estimated cost { }1

Comment: _____

3. To what extent was the accounting and billing documentation produced by the contractor satisfactory?

Considerably surpassed minimum requirements { }4
 Exceeded minimum requirements { }3
 Met minimum requirements { }2
 Less than minimum requirements { }1

Comment: _____

4. To what extent did the contractor apply value engineering principles or other techniques to contain or reduce project costs?

Displayed considerable initiative { }4
 Displayed some initiative { }3
 Displayed little initiative { }2
 Displayed no initiative { }1

Comment: _____

D. Business Practices

1. To what extent was the contractor effective in interfacing with your staff?

Extremely effective { }4
Generally effective { }3
Generally ineffective { }2
Extremely ineffective { }1

Comment: _____

2. To what extent did the contractor coordinate, integrate, and provide for effective subcontractor management?

Considerably surpassed minimum requirements { }4
Exceeded minimum requirements { }3
Met minimum requirements { }2
Less than minimum requirements { }1

Comment: _____

3. To what extent was the contractor able to solve contract performance problems without extensive guidance from your staff?

Considerably successful { }4
Generally successful { }3
Little success { }2
No success { }1

Comment: _____

4. To what extent did the contractor provide timely responses to inquiries, especially when responding to problems encountered in the field?

Considerably surpassed minimum requirements { }4
 Exceeded minimum requirements { }3
 Met minimum requirements { }2
 Less than minimum requirements { }1

Comment: _____

5. Were the Contractor's Project Manager and Contracting Officer courteous and responsive?

Always courteous and responsive..... { }4
 Usually courteous and responsive..... { }3
 Rarely courteous and responsive { }2
 Never courteous and responsive..... { }1

Comment: _____

6. Was the contract partially or completely terminated for default or convenience?

{ } Yes { } Default { } Convenience
 { } No

If yes, explain (e.g., inability to meet cost, performance, or delivery schedules).

7. Are there any pending terminations?

{ } Yes { } No

If yes, explain and indicate the status.

E. Environmental, Safety and Health Culture

1. To what extent did the Contractor's environmental, safety and health programs effectively protect:

a. the public

very effective { }4
 effective { }3
 minimally effective { }2
 not effective { }1

b. the workers

very effective { }4
 effective { }3
 minimally effective { }2
 not effective { }1

c. the environment

very effective { }4
 effective { }3
 minimally effective { }2
 not effective { }1

F. Total Customer Satisfaction

1. What was your overall level of satisfaction with the Contractor's performance?

Extremely satisfied { }4
 Satisfied { }3
 Minimally satisfied { }2
 Not satisfied { }1

Comment: _____

III. Narrative Summary

Use this section to explain additional information not included above.

Client Authorization Letter

Dear "Client":

We are currently responding to the Department of Energy RFP No. DE-RP02-98CH10888 for the procurement of Mixed Oxide (MOX) Fuel Fabrication and Reactor Irradiation Services.

They are placing increased emphasis in their procurements on past performance as a source selection factor. They are requiring that clients of entities responding to their solicitation be identified and their participation in the evaluation process be requested. In the event you are contacted for information on work we have performed, you are hereby authorized to respond to those inquiries.

We have identified Mr./Ms. _____ of your organization as the point of contact based on their knowledge concerning our work. Your cooperation is appreciated. Any questions may be directed to: _____.

Sincerely,

ENVIRONMENTAL DATA AND ANALYSES**Instructions**

Please fill in the following data tables for all proposed reactors. All data requests shown are for a single unit, facilities proposing multiple unit sites should provide data for each unit being proposed. Add additional sheets as necessary to provide the requested descriptive information.

General Information

Please provide:

- a. A list of related environmental impact statements (EISs), environmental assessments (EAs), the environmental monitoring reports for the last five years, environmental-related permits and licenses, the reactor's final safety analysis report (FSAR), and existing regulatory agreements.

Environmental Reference List

Reactor Name: _____		
Title	Publication Date	Reference Number

- b. A facility plot plan showing location of the reactor(s), auxiliary buildings, fresh fuel storage facilities, spent fuel storage facilities, the distance and direction to the nearest point of public contact with the site, and the reactor's latitude and longitude.

- c. Section 1.2 - *General Plant Description* of the latest FSAR for a basic description of the reactor(s) and its operation.
- d. A summary of the reactor's operations over the past five years as shown in the following table. Provide a projection of performance data utilizing MOX fuel in the last row. Please include a reference for the source of all data provided (i.e., document title, number, and page number).

Reactor Performance Data

Year	Number of Operating Days	Number of Megawatt days (MWd) Produced	Generating Capacity (%)
1997			
1996			
1995			
1994			
1993			
MOX			

- e. A description of projected changes, if any, to design basis and beyond design basis accidents anticipated if the reactor were to use MOX fuel. In particular, detail expected changes to the radionuclide inventory and expected source terms for accidents which could result in utilization of the MOX fuel. Provide Section 15 - *Safety Analysis* of the latest FSAR.

Site Personnel Resource Impact

Please provide:

- a. The current number of site workers, the number of radiation workers, and the projected number of workers during utilization of MOX fuel at the proposed unit. Please include a reference for the source of all data provided (i.e., document title, number, and page number).

Number of Site Workers and Radiation Workers

Year	Number of Site Workers	Number of Radiation Workers
1997		
1996		
1995		
1994		
1993		
MOX		

- b. The average radiation dose (per worker) in rem, total effective dose equivalent (TEDE), the collective dose in person-rem, TEDE for reactor radiation workers over the last five years, and a projection of doses during MOX utilization. Please include a reference for the source of all data provided (i.e., document title, number, and page number).

Reactor Site Occupational Radiation Doses

Year	Number of Reactor Radiation Workers	Average TEDE (rem)	Collective TEDE(person-rem)
1997			
1996			
1995			
1994			
1993			
MOX			

Public Radiological Environmental Impacts

Please provide:

- a. Section 2.1 - *Geography and Demography*, Section 2.3 - *Meteorology*, and all of Section 12 - *Radiation Protection*, of the latest FSAR. For meteorological information please provide both joint frequency distributions and chronological data, if available.
- b. The maximum dose (50 th and 95th percentile) in mrem (TEDE) to the maximally exposed individual (MEI) of the offsite public from the licensed operation over the past five years, and a

projection of the radiation doses from utilization of MOX fuel. Please include a reference for the source of all data provided (i.e., document title, number, and page number).

Radiation Doses to the Public

Year	Location of MEI(distance and direction from release point)	Atmospheric Release (mrem)	Liquid Release (mrem)	Combined TEDE(mrem)
1997				
1996				
1995				
1994				
1993				
MOX				

- c. Collective radiation dose in person-rem, TEDE, to the offsite public within 80 km (50 miles) of the reactor, from the licensed operation of the reactor over the last five years. Provide a projection of dose to the offsite public from utilization of MOX fuel. Please include a reference for the source of all data provided (i.e., document title, number, and page number).

Collective Public Radiation Dose

Year	Estimated Population within 80 km	Dose fromAtmospheric Release (mrem)	Dose fromLiquid Releases (mrem)	Combined TEDE(mrem)
1997				
1996				
1995				
1994				
1993				
MOX				

- d. Copies of site annual or semi-annual effluent release reports for the previous five years, along with a projected delta from these releases for MOX operations if they are available (e.g., isotopic curie

increases/decreases). For the same five year period, also provide copies of monthly air emissions or liquid effluents as reported to state or local government agencies.

- e. The latest agricultural data for each of the sites being proposed (e.g., data compiled from a recent census which indicates the quantity of leafy vegetables, non-leafy vegetables, fruits, grains, beef, poultry, cow milk, and eggs were produced within 50 miles of the potential site). This data may be available in previously published site reports.

Chemical/Thermal/Biological/Hydrological Environmental Impacts

Please provide:

- a. For the previous five years, annual discharge amounts of materials to the air as a result of reactor operations; include emissions from operation of the plant's diesel generators. Project amounts utilizing MOX fuel.

Materials Discharged to the Air

Pollutant	Kg/year	Kg/year MOX	Stack Height	Latitude and Longitude of Release Point
CO				
NO ₂				
PM ₁₀				
Ozone				
SO ₂				
Total suspended particulates				
Radionuclides (grams or curies per year by isotope)				
Other Pollutants				

- b. Please provide data on surrounding water bodies from the FSAR or existing site environmental reports.

Surrounding Water Bodies

Name of Water Body	Flow Rate	Depth	Width	Distance from Release Point	Distance to Usage Location or Swimming Area	Distance to Nearest Drinking Water Source

- c. For the previous five years, annual liquid effluents of materials to the ground, surface water, and ground water. Specify the quantity (in kilograms or permit-specified units) for each constituent. Project the annual discharge quantity utilizing MOX fuel.

Materials Discharged in Liquid Effluents

Pollutant	Kg/year	Kg/yearMO X	Discharge Point	Latitude and Longitude of Release Point
Biocides				
Pesticides				
Herbicides				
Radionuclides (grams or curies per year by isotope)				
Other				
Other				
Other				

- d. A description of any thermal impacts to surface water and biological resources associated with the reactor's utilization of MOX fuel. Impacts should include the differential BTUs/hour dumped to

the surface water with respect to normal LEU fuel operations. Differential heat loads other than zero should include a brief discussion on the impacts to surface water temperatures (i.e. delta T).

- e. Section 2.4.1 - *Hydrological Description* and Section 2.4.13 - *Groundwater* of the latest FSAR
- f. Volume and location of water withdrawn from the environment, volume and location of water returned to the environment in a liquid state, and a brief description of the delta.

Annual Water Resource Usage (m³)

	Volume of Water Withdrawn	Location of Water Withdrawn	Volume Returned to Environment as Water	Description of Delta
Previous 5 Year Average				
Projected - MOX Utilization				

- g. To the extent not already provided in documents submitted in response to this section (e.g., environmental impact reports), please describe reactor location in terms of nearby floodplains and wetlands. Also provide updated information on natural phenomena such as tornadoes or seismic events.

Waste Generation and Disposal

Please provide:

- a. Section 11 - *Radioactive Waste Management* of the latest FSAR.
- b. Volume (averaged over the five previous years) of waste generated by the reactor as shown in the following table:

Waste Generation and Disposal - LEU Fuel

Waste Category	Annual Volume Generated (m³)	Treatment Method	Onsite Storage Capacity (m³)	Annual Volume Disposed (m³)
Transuranic- solid-liquid				
Low Level Waste- solid- liquid				
Mixed Waste- solid- liquid				
Hazardous Waste- solid- liquid				
Sanitary Waste- solid- liquid				

- c. Volume of waste projected to be generated by utilization of MOX fuel as shown in the following table:

Projected Waste Generation and Disposal - MOX Fuel

Waste Category	Annual Volume Generated (m³)	Treatment Method	Onsite Storage Capacity (m³)	Annual Volume Disposed (m³)
Transuranic- solid-liquid				
Low Level Waste- solid- liquid				
Mixed Waste- solid- liquid				
Hazardous Waste- solid- liquid				
Sanitary Waste- solid- liquid				

- d. A description of any changes required in the reactor's spent fuel storage capability/capacity which may be needed to accommodate spent MOX fuel. Provide Section 9.1 - *Fuel Storage and Handling* from the latest FSAR.

Land Use and Visual Impacts

- a. Describe any additional land required or changes to current land use which may be needed to accommodate use of MOX fuel at the reactor; include land needed to build any additional facilities that may be required for spent fuel storage, fresh fuel storage, etc. Describe any negative visual impacts which could be expected at the site due to the utilization of MOX fuel.

Land Requirements for MOX Utilization

Name of New Facility Required for MOX Operations	Land Needed which was Undisturbed (acres)	Land Needed which was Previously Disturbed (acres)	Total Land Needed (acres)

Socioeconomic Impacts

- a. Describe any additional job requirements which may be needed at the site due to the utilization of MOX fuel in terms of construction and operating jobs, and detail whether these jobs would result in new hires or whether they would be filled by existing personnel.

Personnel Requirements

Workers Required to Support MOX Mission	Annual Number of Personnel Required		Scheduled Start	Scheduled End
	Existing	New	Date(month/year)	Date(month/year)
Construction				
Operating				

General Information on MOX Fuel Fabrication Facility

The information presented in the following tables has been developed by Los Alamos National Laboratory (LANL) in support of the Department's environmental impact analyses of various MOX fuel fabrication alternatives. While the Department considers this information to be representative of what would be needed to support the MOX mission, the Department does not intend for this information to be considered the final MOX plant design. The final MOX plant design will clearly be the responsibility of the successful Offeror. However, we would like your team to review this information and compare it to the actual operating

experience your team may have at an existing MOX plant. This information should be included in each table in the spaces labeled *MOX Experience*.

The following table shows the estimated size of the new buildings LANL feels are needed to fully support the proposed MOX fuel fabrication mission (i.e., the ability to process 3.5 metric tons of plutonium heavy metal, in the form of uranium oxide, per year in accordance with all applicable federal, state, and local regulations). Based on your current operating experience, do you believe that these buildings will provide appropriate space to carry out the MOX mission as described above? If not, please provide an explanation of where you believe additional space will be required and for what purpose.

Building	Size (m ²)	Number of Levels	Purpose
Process Building	9,300	2	fuel fabrication, waste handling, vault space
Administration Bldg.	1,900	1	offices, training
Warehouse	1,900	2	storage
Utility Substation	460	NA	utilities

The following table shows the estimated annual resource requirement for the MOX fuel fabrication facility. Please provide comparable estimates based on your current operating experience.

Annual Requirement	LANL Estimate	MOX Experience
Electricity (Mwh)	12,000	
Natural Gas (m ³)	920,000	
Fuel oil, liters	43,000	
Water, liters	43,000,000	

The following table shows the estimated number of people needed to operate this MOX fuel fabrication facility. Based on your current operating experience, do you believe that this number is adequate to carry out the MOX mission as described above? If not, please provide an explanation of where you believe additional people will be required and for what purpose.

Labor Category	Number of Personnel	MOX Experience
Officials/managers	10	
Professionals	75	
Technicians	67	
Office and clerical	10	
Craft workers	30	
Operators	102	
Laborers	4	
Service workers	52	
Total employment	350	

The following table shows the estimated number of radiation workers needed to operate this MOX fuel fabrication facility and the estimated annual dose that these workers will receive during normal plant operations. Based on your current operating experience, please provide the comparable numbers of workers and the average dose that these workers receive during a normal operating year.

Basis of Estimate	Number of Workers	Number of Radiation Workers	Average Annual Dose for Radiation Workers (in mrem)	Maximum for an Individual Radiation Worker(in mrem)	Annual Throughput in Metric Tons of Pu Heavy Metal
LANL Estimate	350	350	500	5000	3.5
MOX Experience					

The following table shows the estimated annual radiation dose to the public from operation of this MOX fuel fabrication facility during normal plant operations. Based on your current operating experience, please provide the comparable dose to the public from a normal operating year.

Basis of Estimate	Estimated Population within 80km	Average Annual Dose(in mrem)	Total Annual Dose(in person-rem)	Maximum for an Individual(in mrem)
LANL Estimate	299,000	1.5E-5	4.5E-3	2.5E-3
MOX Experience				

The following table shows the estimated annual radiological releases to the environment from operation of this MOX fuel fabrication facility during normal plant operations. Based on your current operating experience, please provide the comparable releases to the environment from a normal operating year. Please include any additional radioactive releases for which data are available (e.g., uranium).

Basis of Estimate	Grams of Pu Released (in mg)	Estimated Atmospheric Release (in Ci/g)	Estimated Liquid Release (in Ci/g)	Total Radiological Release (in Ci/g)
LANL Estimate	0.6	0.17	0	0.17
MOX Experience				

The following table shows the estimated air emissions of federally regulated pollutants anticipated to be observed during operation of this MOX fuel fabrication facility. Based on your current operating experience, please provide the comparable numbers that your plant would observe during a normal operating year.

Basis of Estimate	NO _x (in kg/yr)	SO ₂ (in kg/yr)	PM ₁₀ (in kg/yr)	VOC(in kg/yr)	CO(in kg/yr)
LANL Process Estimate	0	0	0	1000*	0
LANL Boiler** Estimate	1225	9	206	85	900
LANL Emergency Generator Estimate	1738	114	122	142	374
MOX Process Experience					
MOX Boiler Experience					
MOX Emergency Generator Experience					

* - toxic hydrocarbons such as ethylene glycol

** - natural gas fired

The following table shows the estimated amounts of waste that will be produced during operation of this MOX fuel fabrication facility. Based on your current operating experience, please provide the comparable amounts that your plant would produce during a normal operating year. Please include any additional radioactive releases for which data are available (e.g., uranium).

Basis of Estimate	Transuranic Waste		Mixed Low Level Waste		Low Level Radioactive Waste		Hazardous Waste		Sanitary Waste	
	Liquid (liters/yr)	Solid (m ³ /yr)	Liquid (liters/yr)	Solid (m ³ /yr)	Liquid (liters/yr)	Solid (m ³ /yr)	Liquid (liters/yr)	Solid (m ³ /yr)	Liquid (liters/yr)	Solid (m ³ /yr)
LANL Est.	<0.5	46	<0.1	2	<0.3	34	<1000	<0.2	2.5E+07	<150
MOX Exp.										

To the extent possible, please provide copies of supporting environmental or safety documentation which will help to substantiate the data provided in the tables.

I, _____, certify that I will protect the information sent to me in the document, or extract, _____ as specified in DOE's regulation, 10 CFR 810. I recognize that there are criminal penalties that apply for violating the provisions of 10 CFR 810. I further recognize that Title 18 of the United States Code, Section 1001, provides that persons convicted of wilfully falsifying, concealing, or covering up a material fact or making false, fictitious or fraudulent statements or representations may be fined up to \$10,000 or imprisoned up to five years or both.

Signature

Date

PART IV

SECTION M

EVALUATION FACTORS FOR AWARD

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PART IV

SECTION M

EVALUATION FACTORS FOR AWARDM.1 GENERAL INFORMATION

- a. A Source Evaluation Board (SEB) has been appointed by the SSO to evaluate the proposals submitted pursuant to this RFP. Proposals will be evaluated in accordance with the specific Evaluation Criteria delineated in this Section M and other applicable federal and DOE acquisition regulations, policies and procedures.
- b. A proposal will be eliminated from further consideration before the initial ratings if the proposal does not meet the qualification criteria set forth in Subsection M.2 or if the proposal is so grossly and obviously deficient as to be totally unacceptable on its face. For example, it will be deemed unacceptable if it does not represent a reasonable initial effort to address itself to the essential requirements of the RFP, or if it clearly demonstrates that the Offeror does not understand the requirements of the RFP.
- c. In the event that a proposal is rejected, a notice will be sent to the Offeror stating the reason(s) that the proposal will not be considered for further evaluation under this solicitation.
- d. The instructions set forth in Section L are designed to provide guidance to the Offeror concerning the documentation that will be evaluated by the SEB. It is important that adequate and specific information be furnished. Conclusionary assurances of experience, capability, or qualifications without a clear demonstration to support the claims will adversely influence the evaluation. Offerors should also be prepared to respond to requests by the SEB for oral and/or written discussions, site visits, facility surveys, and other information as may be necessary to assist in the detailed evaluation process. Offerors should, however, rely exclusively on their written material to convey their proposal.
- e. Offerors are advised that DOE Laboratory and support services contractor personnel may assist the Government during the Government's evaluation of proposals. These persons shall be authorized access to only those portions of the proposal data and discussions that are necessary to enable them to provide specific technical advice on specialized matters or on particular problems. These individuals will be required to protect the confidentiality of any specifically

identified trade secrets and/or privileged or confidential commercial or financial information obtained as a result of their participation in this evaluation. They shall be expressly prohibited from scoring, ranking, or recommending the selection of a source.

- f. The SEB may also seek input from other Government agencies such as the Nuclear Regulatory Commission (NRC) and the Occupational Safety and Health Administration (OSHA) to include in the evaluation.

M.2 QUALIFICATION CRITERIA

Proposals will be eliminated from further consideration before the initial ratings if the proposal does not meet the Qualification Criteria set forth below:

- a. The Offeror must propose a Fuel Fabricator (who will be the NRC licensee) to provide the fuel fabrication services required in the Statement of Work. The proposed Fuel Fabricator must have experience in fabricating commercial nuclear reactor fuel for commercial light water reactors within the past year of the date of issuance of this solicitation. The Offeror must identify the proposed Fuel Fabricator in Clause H.13.
- b. The Offeror must provide a utility company or companies which, subject to receipt of any required regulatory approval, are committed to providing irradiation services required in the Statement of Work utilizing a minimum of three and a maximum of eight NRC licensed commercial light water reactors operating in the United States. The Offeror must identify the utility company or companies and the specific mission reactors in Clause H.14.

M.3 EVALUATION METHODOLOGY

- a. The DOE will award a contract in accordance with the Section L provision, "Instructions to Offerors - Competitive Acquisition," of this RFP to the responsible Offeror whose proposal conforming to the solicitation is determined to be the most advantageous to the Government.
- b. Using the consensus scoring method, each Offeror's technical and business management proposal will be point scored. An Offeror's cost proposal for the base contract will not be point scored, but will be assessed to determine its reasonableness and realism and to establish the probable cost to the Government. An Offeror's environmental critique proposal will not be point scored but will be evaluated for those Offerors in the competitive range. DOE will prepare an environmental critique focusing on pertinent environmental issues for use by the SSO in the evaluation process. If, after evaluation of the technical and business management proposal, two or more competing proposals are within the competitive range, the evaluated probable cost to the Government and the

Government's environmental critique may be deciding factors for selection. This will depend on whether the most acceptable proposal (excluding cost consideration) is determined by the Government to be worth the cost differential, if any, and the SSO's consideration of the environmental critique.

- c. The Offeror's technical capability to perform the Statement of Work, including all options, will be evaluated by DOE. Evaluation by DOE of the technical capability of an Offeror to perform all of the effort shall not obligate DOE to exercise any option(s).
- d. The facilities of DOE's host site(s) and the services of DOE's host site Contractor(s) are being provided by DOE as Government-furnished property and services and shall not be evaluated.

M.4 RELATIVE IMPORTANCE OF EVALUATION CRITERIA

- a. Four evaluation criteria (Technical Approach, Business Management Approach, Past Experience and Past Performance, and Key Personnel) and associated subcriteria in Section M.5 will be assigned weights and will be point scored. Areas identified within particular subcriteria are not assigned weights and will not be individually point scored but will be considered in the overall scores for that particular subcriterion. The remaining evaluation criteria, Cost and Environmental Critique will not be assigned a weight and will not be point scored, but consideration of these criteria will be incorporated into the overall evaluation, having the potential for influencing the ultimate selection decision by the Source Selection Official. All evaluation criteria other than cost, when combined, are significantly more important than cost.
- b. Technical Approach (Criterion a.), Business Management Approach (Criterion b.), Past Experience and Past Performance (Criterion c.), and Key Personnel (Criterion d.) are listed in descending order of importance. Criterion a. is twice the value of Criterion c., and Criterion b. is three times the value of Criterion d. Within Criterion a., subcriteria 1 and 2 are equal and subcriterion 3 is slightly less important. Within Criterion b., subcriteria 1, 2, and 3 are equal. Within Criterion c., subcriteria 1 and 2, are equal. Within Criterion d., subcriterion 1 is substantially greater than subcriterion 2.

M.5 EVALUATION CRITERIA

- a. Technical Approach. The technical approach will be evaluated to determine the extent of the Offeror's understanding of the requirements of the SOW. The Offeror should demonstrate a thorough understanding of the problems associated with accomplishing the requirements of the SOW for the entire effort, demonstrate an over-arching commitment to safety, and reflect a minimization of the technical risks. The proposed approach must be feasible for accomplishing the MOX

irradiation mission as soon as possible, but no later than the end of 2022, in the following areas:

1. Approach to irradiation services: fuel design and core management including ability to interchange MOX and LEU fuel; mission reactor licensing; mission reactor plant and facility modifications; transition to plant operations with MOX fuel and routine plant operations.
2. Approach to fuel fabrication services: DOE host site interface; design; construction management; licensing and permitting; cold start-up; transition to operations (hot start-up through achievement of full operations); operations; deactivation; safeguards and security; environment, safety and health; and quality assurance.
3. Approach to fuel qualification: DOE host site interface; identification of fuel qualification requirements; rationale; and how these requirements are satisfied; use of European and domestic data for fuel design; method(s) of obtaining pins and/or assemblies; and irradiation plans to support fuel qualification.

b. Business Management Approach.

The Offeror's Business Management Approach will be evaluated with respect to:

1. Organization and Roles. The proposal will be evaluated with respect to the relevancy, effectiveness, efficiency and comprehensiveness of the Offeror's proposed management organization, including organizational placement of key personnel, along with the supporting rationale, to accomplish the requirements of the SOW. The evaluation will consider the Offeror's planned organizational structure, roles and responsibilities of the various elements, and the interrelationships and communications with all participants and DOE. The Offeror's staffing plan will also be evaluated, including the ability to recruit and assign personnel to assure continuity of performance. This includes the rationale and the benefits for the proposed use of subcontractors and consultants, the methodology and approach to their timely selection and the subcontract management systems to be employed. The proposal will be evaluated with respect to the Offeror's ability to provide other corporate-wide resources.
2. Project Management. The proposal will be evaluated with respect to the relevancy, effectiveness, and comprehensiveness of the Offeror's proposed plans for project management involving all project participants for the entire length of the project. This evaluation will consider the Offeror's planned project management approach, systems and risk management approach. The Offeror's ability to organize contract work into its separate

parts into a logical manner in order to ensure that all necessary tasks are considered in planning the contract work will be evaluated.

3. Financial Capability. The proposal will be evaluated to determine the Offeror's financial capability (and the financial viability of the mission reactors) to perform the contract, including the adequacy of financial resources to perform the contract or the ability to obtain them. The proposal will also be evaluated to determine the adequacy of the Offeror's systems for estimating, accounting, and financial controls.

c. Past Experience and Past Performance.

For the purpose of evaluating information on an Offeror's past experience and past performance, an Offeror shall be defined as those companies which have established business arrangements or relationships for this solicitation, and shall include, where relevant, any of their predecessor companies, key personnel, and subcontractors that will perform major or critical aspects of the SOW.

1. Past Experience

The Offeror's relevant experience for complex integrated projects of a similar nature to that described in the SOW during the past ten years will be evaluated with respect to:

- (a) Project Integration including: the technical and project management of large complex integrated projects of the types comparable to that described in the SOW.
- (b) Fuel Fabrication Services including: design; licensing; permitting; safety; construction management; transition to operations; operations (including adherence to production schedules; regulatory violations; industrial safety and health violations; and environmental violations); fabrication of commercial nuclear fuel (especially MOX fuel); fuel performance and deactivation activities.
- (c) Irradiation Services including: the Offeror's ability to obtain NRC license amendment approvals; and the Offeror's ability to develop new fuels.

2. Past Performance

- (a) The Offeror's past performance, except for the fuel fabricator and utility companies, will be evaluated on the basis of information furnished by its customers on their last five (5) contracts (including current contracts) during the past three (3) years which are similar

in size, scope and complexity to the work described in the SOW. The Past Performance Information Form identified in Section L will be used to collect this information. References other than those identified by the Offeror may also be contacted by DOE and the information received may also be used in the evaluation of the Offeror's past performance. If the Offeror does not have a record of relevant past performance information or if such information is not available, the Offeror will not be evaluated favorably or unfavorably on past performance.

(1) Quality of Service

The Offeror will be evaluated with respect to its compliance with contract requirements, accuracy of reports, and technical excellence to include Quality awards/certifications.

(2) Timeliness of Performance

The Offeror shall be evaluated on how well the Offeror met milestones, reliability, responsiveness to technical direction, deliverables completed on time, and adherence to contract schedules including contract administration.

(3) Cost Control

The Offeror shall be evaluated on its ability to operate at or below budget for the contract, the use of cost efficiencies, relationship of negotiated costs to actuals, submission of reasonably priced change proposals, and providing current, accurate and complete billing.

(4) Business Practices

The Offeror shall be evaluated on its ability to provide effective management, an effective subcontracting program, reasonable/cooperative behavior with the technical representative(s) and Contracting Officer, flexibility, responsiveness to inquiries, and business-like concern for the government's interests.

(5) Environmental, Safety and Health

The Offeror shall be evaluated on effective protection of the public, workers and the environment.

(6) Customer Satisfaction

The Offeror shall be evaluated on satisfaction of the technical monitors with the final reports and products.

- (b) For an Offeror's utility companies, relevant past performance will be evaluated with respect to the following criteria as applicable: Relationship with interested parties and the ability to successfully address and resolve their concerns; past unit safety and significant enforcement issues over the past 5 years including the number of NRC violations (fines and penalties), if the utility has been placed on the NRC watch list, been shutdown or been derated; any trends, either positive or negative, concerning OSHA violations (injuries and loss of work days); and any trends, either positive or negative, in environmental compliance including Notice of Violations (NOV); and unit operational history over the past 5 years including the ability of the unit to maintain a high capacity factor, and the utility's past operational performance as indicated in the Systematic Assessment of Licensee Performance (SALP) Reports and in a summary of Institute of Nuclear Power Operations (INPO) evaluations, if available; and the history of successful reactor license amendment applications.
- (c) For an Offeror's fuel fabricator, relevant past performance will be evaluated with respect to the following criteria as applicable: Safety and enforcement actions over the past five years, including the number and type of NRC and/or other cognizant foreign authority violations (fines and penalties); occupational safety and health violations (injuries and loss of work days) over the past five years, any trends, either positive or negative, concerning OSHA violations (injuries and loss of work days); and any trends, either positive or negative, in environmental compliance including Notice of Violations; history of successful license amendment applications, relationships with interested parties (i.e., the general public, Public Utility Commissions, regulatory agencies, and public interest groups) including the Offeror's ability to successfully address and resolve their concerns; the amount and type of commercial nuclear fuel delivered per year by mass and by assembly; and the amount of Pu feed (MTHM) processed per year.
- d. Key Personnel. The following functional areas are considered extremely important to the accomplishment of the SOW: project management (especially inter-firm project integration), fuel irradiation in reactors, design of commercial fuel, fuel

fabrication services, architect and engineering services and construction management services.

1. Key Personnel assigned for these functional areas will be evaluated with respect to the following areas: depth of experience, demonstrated performance, experience with inter-firm project integration, education, professional credentials, accomplishments, qualifications, and availability.
2. The Offeror's plan to assure the availability and continuity of Key Personnel will also be evaluated.

e. Cost

Cost Proposals. Proposals will be evaluated with respect to realism and reasonableness. The evaluation will include consideration of the probable cost to the Government of doing business with the Offeror for the Base Contract (including fee). The possible growth in proposed costs during the course of the base contract and the features of each Offeror's situation or technical and management work plans that could cause the estimated cost to vary will also be evaluated.

f. Environmental Critique

The environmental data and analysis submitted by the Offeror will be evaluated and its accuracy verified by DOE. DOE may also evaluate supplemental information developed by DOE as necessary for a reasoned decision. For Offerors in the competitive range, DOE shall prepare an environmental critique that will focus on environmental issues that are pertinent to a selection decision that will include:

1. A brief discussion of the purpose of the procurement and each offer, including any system or process variations among the offers having environmental implications;
2. A discussion of the salient characteristics of each Offeror's proposed system or process, as well as alternate systems or processes;
3. A brief comparative evaluation of the potential environmental impacts of the offers, which will address direct and indirect effects, short-term and long-term effects, proposed mitigation measures, adverse effects that cannot be avoided, areas where important environmental information is incomplete and unavailable, unresolved environmental issues and practicable mitigating measures not included in the Offeror's proposal; and
4. To the extent known, a list of Federal, Tribal, state, and local government permits, licenses and approvals that must be obtained.

This environmental critique will be provided to the Source Selection Official for use in the selection process. DOE shall prepare a publicly available environmental synopsis, based on the environmental critique, to document the consideration given to environmental factors and to record that the relevant environmental consequences of reasonable alternatives have been evaluated in the selection process. The synopsis will not contain business, confidential, trade secrets or other information that DOE otherwise would not disclose pursuant to 18 U.S.C. 1905, the confidentiality requirements of the competitive procurement process, 5 U.S.C. 552(b) and 41 U.S.C. 423. To assure compliance with this requirement, the synopsis will not contain data or other information that may in any way reveal the identity of the Offerors. After a selection has been made, the environmental synopsis shall be filed with EPA, shall be made publicly available, and may be incorporated into the Surplus Plutonium Disposition Environmental Impact Statement.